JUNE, 1965

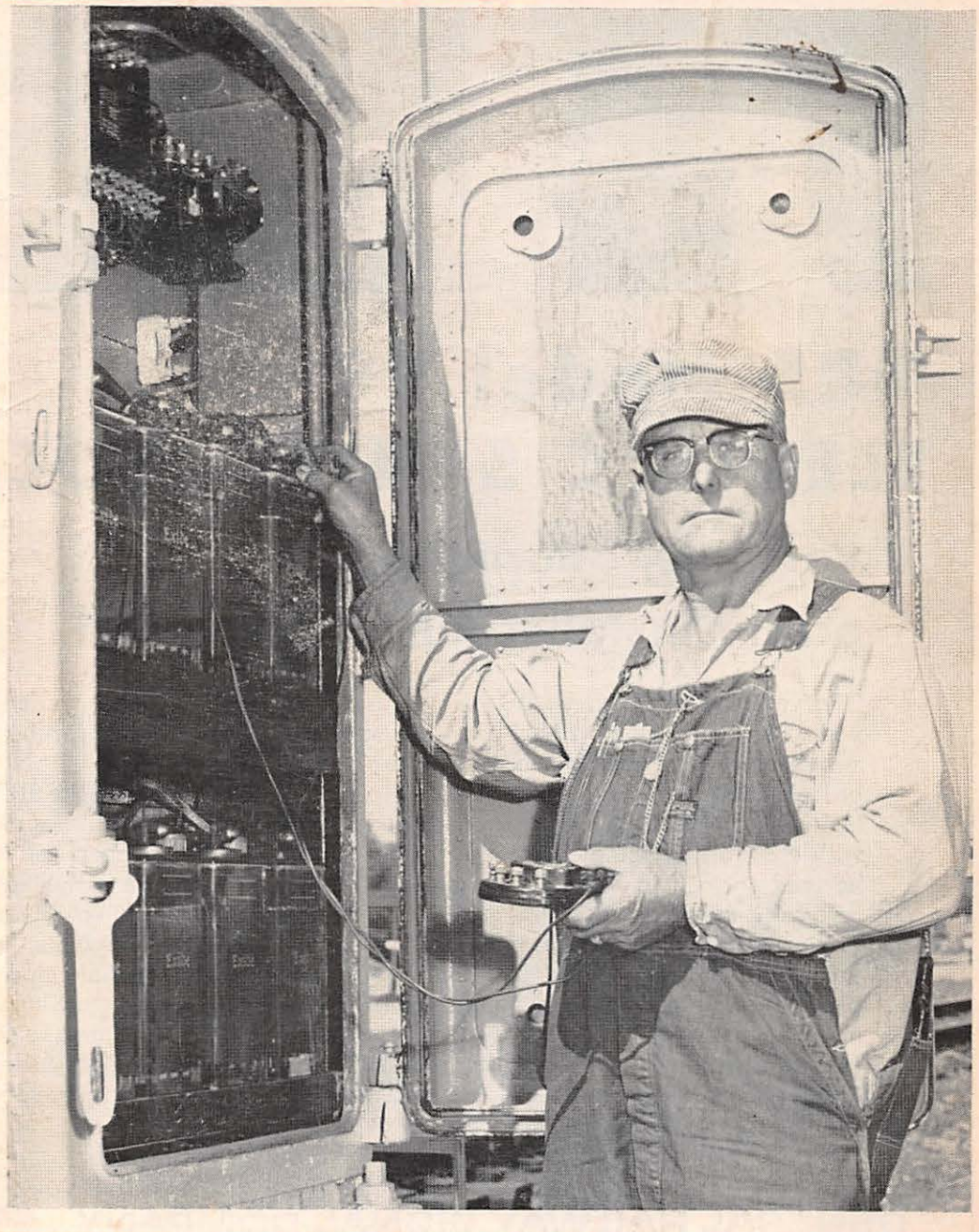
# THE Signalman's JOURNAL

Executive Council and Board of Trustees Meet on Vital Issues

Life Insurance For Retired Members'

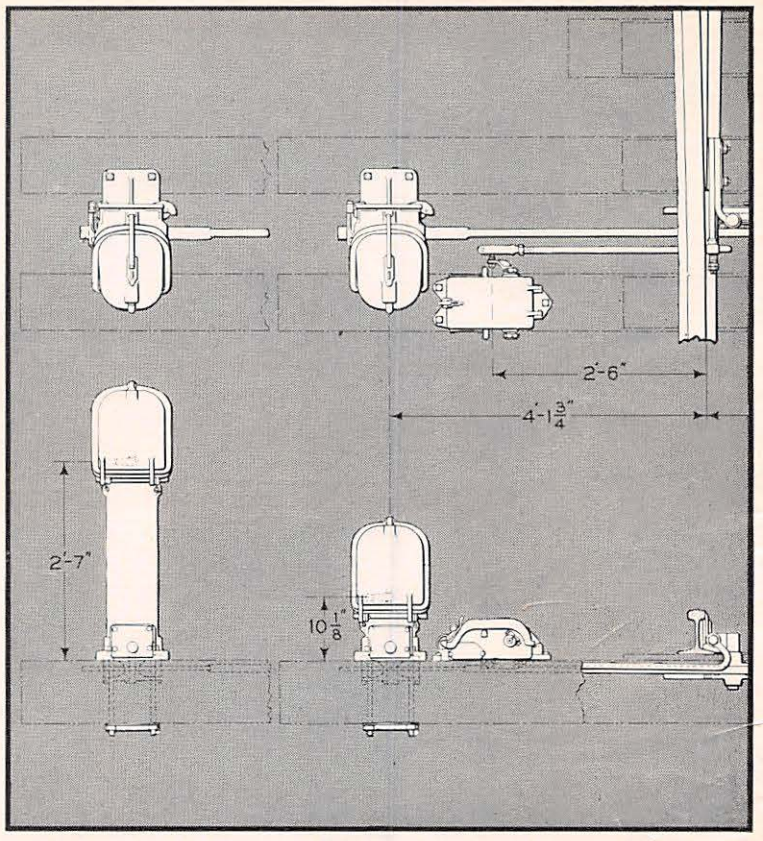
National Agreement Reproduced For Members File

Railroad News



**On Our Cover**

Brother Jewell Jentzsch is a Missouri Pacific maintainer with headquarters at Ordway, Colorado. He is a member of Local 72 and has worked for the MoPac for over 35 years.

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OFFICIAL PUBLICATION BROTHERHOOD OF RAILROAD SIGNALMEN

E. L. Abbott, Editor and Manager
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**JUNE, 1965**

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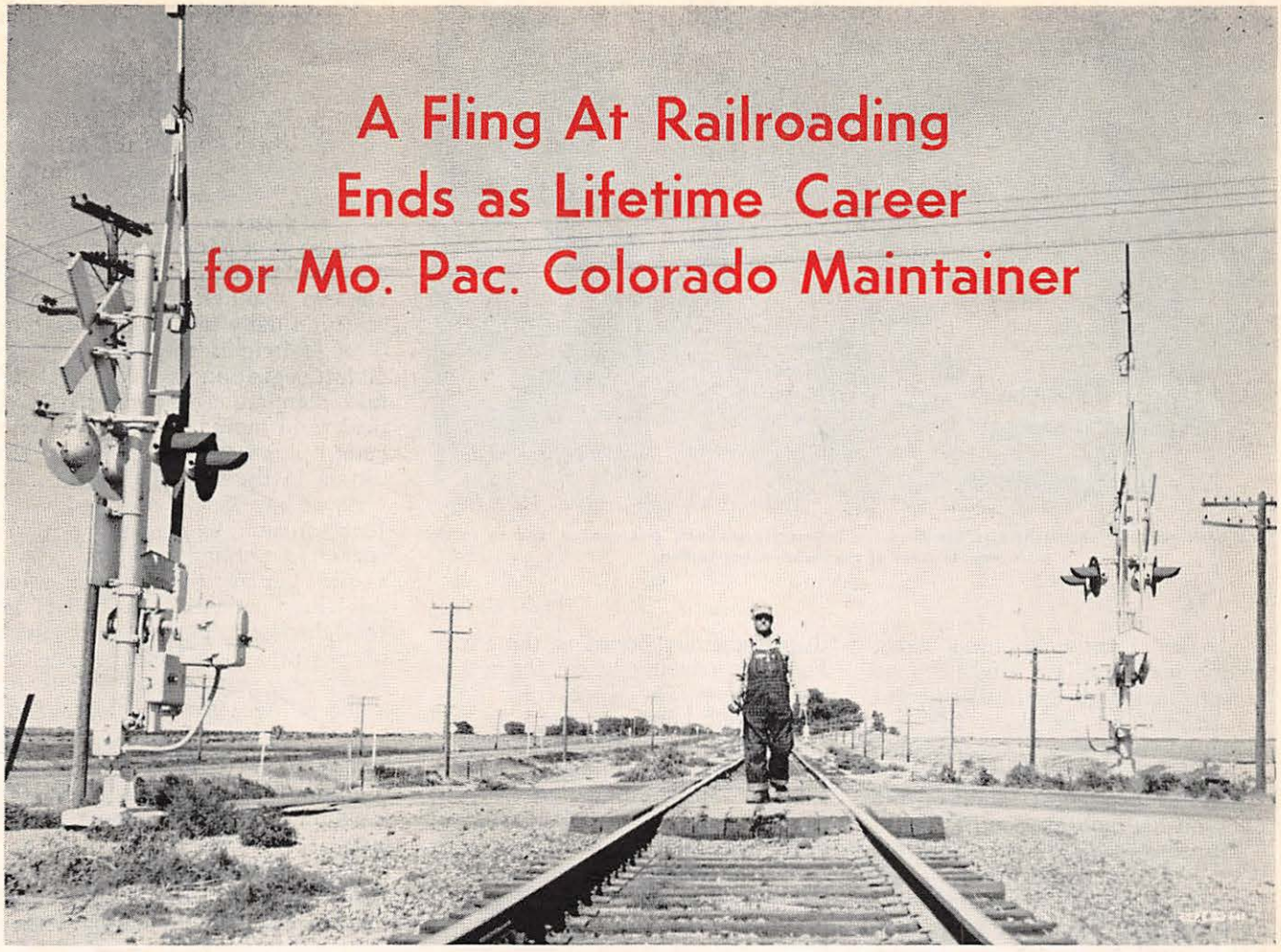
# A Fling At Railroading Ends as Lifetime Career for Mo. Pac. Colorado Maintainer



**Quite a bit of the work on the long maintenance section consists of maintenance and inspection as well as repairs of protective devices at highway-rail crossings. These devices are maintained at crossings to warn motorists of oncoming trains. This equipment must function properly at all times and it is the maintainer's responsibility to insure that it does. Brother Jentzsch is shown as he tests "track battery" and the proper shunting capacity of the circuit.**

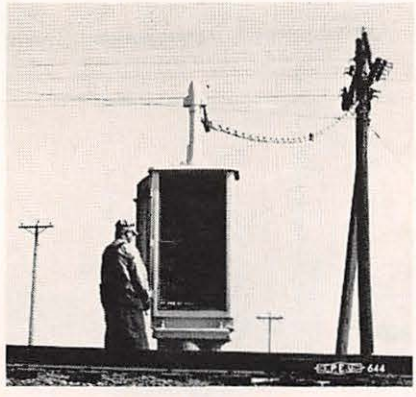
**By Donald Sims**

JEWELL JENTZCH, SR., LIKE many other veteran maintainers, originally accepted employment on the Missouri Pacific Railroad with the intention of staying only a few weeks and has been with that carrier for over 35 years. What started out as a short term job has been extended into a lifetime of employment.

Brother Jentzsch is a member of MoPac Local 72 and is assigned to a 65 mile maintenance territory on the so called "Kansas Division" which is a part of the 618 mile portion of the railroad from Kansas City, Missouri to Pueblo, Colorado.

Looking at a map of this area one observes that the line appears to take an arrow straight course through Kansas and into Colorado and does not seem to be hampered by hills nor curvature. However, this is not entirely true and one does encounter hills, cuts, and tangent track.

Our maintainer cares for signal equipment on essentially a single track railroad in the level country-side of eastern Colorado where the terrain rises briefly here and there in abbreviated mounds of earth which the railroad line avoids as it takes the easier route. The change in gradient over the district is mild indeed. Passenger trains are allowed to operate at a top speed of 79 m.p.h. with only a few restrictions of 60 m.p.h. or lower.



**Somewhere along the 65 mile long territory the signalman can be found working to prevent trouble and provide safe, uninterrupted train service. Brother Jentzsch is shown as he inspects signal equipment at an intermediate location.**

In terms of signal locations, Jentsch measures his district from signal 8297 at the east end of Heath siding, west to a point just beyond Coombs Jct., signal 8938. Near Coombs Jct. is a brief stretch of double track. There is a junction with the Santa Fe at grade level several miles before reaching Coombs Jct. The Missouri Pacific approaches the Santa Fe from the north, crosses it, then turns west and parallels it for several miles, giving the impression of a single double track railroad. At night it is frequently hard to tell what railroad a train is on.

Brother Jentzsch's territory extends from Heath, Kansas, a siding, to Coombs Jct., a railroad sign just east of Pueblo, Colorado — about as far west as one can travel on the Missouri Pacific. If you were to travel along this district during the weekday—and sometimes at night and on weekends—you would see a signal maintainer. He can be eas-

**The track motorcar shown here is furnished for on-track inspections, emergencies, and to reach more remote areas of the maintenance section.**

ily located because his usual mode of transportation is a bright orange pickup truck with the MoPac herald emblazoned on its door. He can usually be found working nearby.

There are exceptions and Brother Jentzsch will often be found on the track on his motorcar, as he is also equipped and qualified to use this type of transportation for over track inspections and to locate trouble in an emergency where the truck cannot be used efficiently.

Since there is a highway practically within throwing distance of the railroad right of way throughout most of the district, the truck, with its body designed to carry numerous tools and supplies, enables the one man force to perform preventive maintenance on signal facilities over the long 65 mile territory. To be adequately equipped to handle maintenance of the technologically advanced devices, all available toting space in the truck must be utilized and material be at hand for use when needed.

Until several months ago, Jentzsch operated strictly by track vehicle, though across a much shorter district. With the advent of a longer territory the pickup truck was assigned to the Colorado maintainer. Now he is required to carry a much more complete selection of tools and spare parts to meet the demand than was possible on the track motorcar. The central portion of the truck bed is open for toting large items and such things as cable, while each side consists of several compartments which open to the outside and can be locked.

The MoPac signal system in this area is of standard APB characteristics with a three lens vertical color light arrangement. An exception to this uniformity occurs at the Santa Fe grade crossing where the tracks are protected by three color light lens signal heads arranged in triangular fashion with round targets. This junction is automatic, the first train to enter its limits obtains the routes.

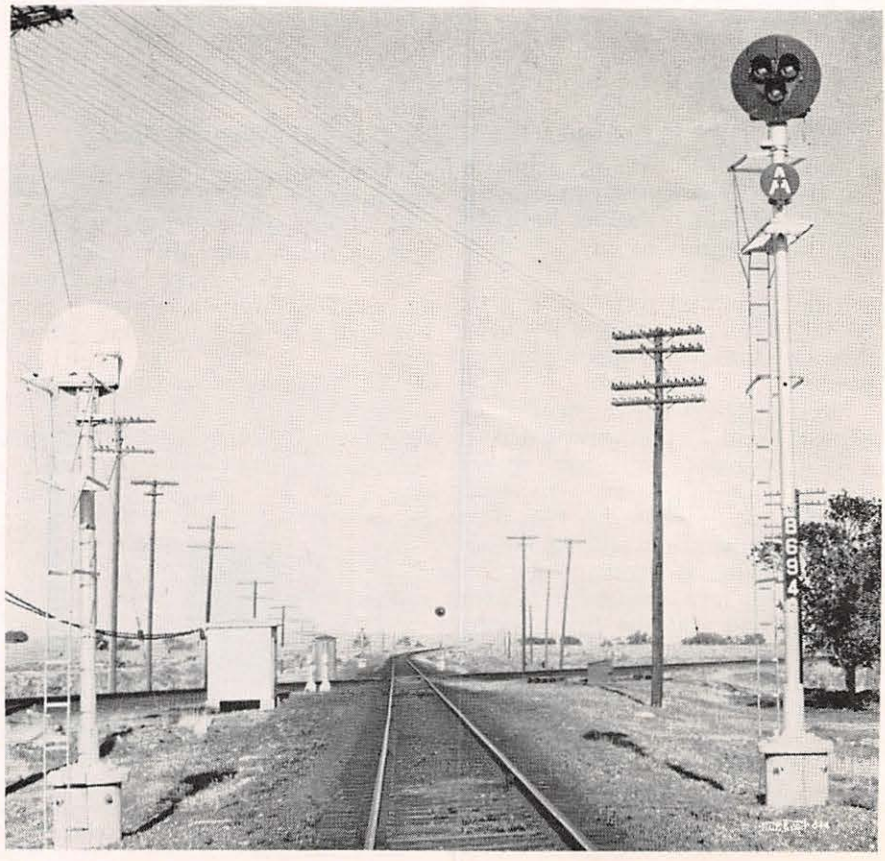
All told, there are some 77 signals strung along the eastern Colorado rail line which Jewell Jentzsch patrols.

Traffic on this western portion of the Missouri Pacific is not particularly heavy but it is important because of a connection at Pueblo with the Rio Grande. This is the hookup which enables the Missouri Pacific, the Rio Grande and further west, the Western Pacific, to function as a transcontinental unit. In addition to a passenger run in each direction, the division timetable calls for two manifest freights in each direction daily plus two locals. The through freights travel under timetable designation as Red Balls. All told, there are eight regularly scheduled train movements in a 24 hour period plus whatever seasonal needs dictate in the way of extras.

As we have earlier observed, when Jentzsch came to the MoPac it was not on a permanent basis. It was a cold January day in 1929 when this man started on what he thought was to be only a two week stint with a signal gang. Over the intervening years a lot of signals and a lot of Missouri Pacific roadbed have become familiar sights to the now veteran Colorado maintainer.

Learning the trade meant eleven long hard years in various signal gangs.

The wandering years of gang employment produced a good view of the Missouri Pacific system. If you



**The Missouri Pacific crosses the Santa Fe east of Coombs Junction. This photo shows signal facilities on the Mo. Pac. at that location.**

ask Jentzsch where he's worked on the MoPac, he'll probably suggest the best question would be a different approach, where hasn't he worked? A lot of places have faded into memory but he can specifically recall a couple of years around Warrensburg, Mo., other times at Olathe, Kansas and an assignment on the Missouri-Illinois. Beyond that the best description of his geographical knowledge is a statement that he's worked on some portion of every Missouri Pacific division.

Following his eleven years on the gangs, Jentzsch came face to face with the problems of maintaining his own assigned section of railroad. Prior to his present assignment, Jentzsch patrolled track across the midwest, operating out of such places as Warrensburg, Missouri for two years, then on to Utica, Kansas and Sedalia, Mo. His furthermost eastern assignment was in connection with the Missouri Pacific subsidiary, the Missouri-Illinois Railroad in southern Illinois.

Nineteen years ago Jentzsch took up residence in eastern Colorado where he has been ever since on this far western segment of the Missouri Pacific system.

Originally Jentzsch maintained his residence near his tool house at Boone, Colorado which was located in the center of his former maintenance limits. When the district was extended he moved to Ordway, Colorado, a small tree lined community which hugs the Missouri Pacific mainstem. He finds this a better place to start off on the day's rounds.

**The brightly colored pickup truck shown here has a specially designed body to carry the wide assortment of tools and material needed by a signal maintainer.**

Quite often a maintainer's district is plagued with a contrast or two and this Missouri Pacific district is no exception. On the one hand, the district is equipped with eight high water detectors because of several streams that are located near the right-of-way. In summer months the eastern portion of the district is subject to dust conditions, causing a certain amount of preventative maintenance on the part of the maintainer so that signal cases stay clean and in working shape.

The majority of rail on the division is of 112 lb. weight, with both inside and outside bonds, which the MoPac maintainer checks twice yearly unless there is a specific reason to replace a bond. Other equipment in the inventory includes electric circuit controllers on switches, train order signals, the grade crossing with the Santa Fe, and a total of ten highway traffic protective devices installed at crossings. The major portion of these are flasher light types and a single gate installation at Ordway.

In his off duty hours Jentzsch likes to putter around in his workshop with wood working tools, and he's become quite proficient at it over the years.

But the Jentzsch story doesn't stop here, because in addition to Jewell, Senior, there's a Junior. He also works for the Missouri Pacific. Jewell, Jr. isn't a signalman but he's pretty close to the communications end of railroading, working as relay chief for the Missouri Pacific at Osawatomie, Kansas following his early experience as a western union telegrapher.

What started as a temporary fling at railroading has turned into a career, influencing not only one man, but his son as well.

**Brother Jewell Jentzsch checks all rail bonds on his territory twice each year. He is shown here as he inspects rail joint bonds for defects.**

# Grand Executive Council Takes Decisive Action on Vital Issues Affecting Brotherhood

## Grand Executive Council and Grand Board of Trustees Hold Joint Sessions

OUR BROTHERHOOD'S Grand Executive Council, in regular session from May 17 to May 20, acting on a fast moving agenda first considered raiding activities of the International Brotherhood of Electrical Workers against our Brotherhood.

Attempts by the I.B. of E.W. to woo members away from our Brotherhood have been thwarted and members of the Council have confirmed our Brotherhood's position as set forth in a recent letter to the membership from President Jesse Clark and Secretary-Treasurer C. J. Chamberlain as reported in the May issue of *The Signalman's Journal.*

Claims by the I.B. of E.W. that our Brotherhood was folding have been proved false and the urge of members to fight for their rights has shown that we are stronger than ever in our determination to preserve self representation.

The Council unanimously agreed that should any further representation dispute occur on any property, immediate action should be taken and a concentration of forces be thrown in to combat any threat to our unity.

President Clark expressed the hope that we will experience no further difficulty and that the I.B. of E.W. will now cease raiding activities against our Brotherhood, however, he added that "we will be on the alert and continue to fight for our organization and its rights as an independent Union."

Our Executive Council's agenda also included items dealing with the financial condition of our Brotherhood and in joint sessions the Council and the Grand Board of Trustees recommended the deletion of Article I, Section 75 from the Constitution. This Section provides for the assignment of Legislative Representative.

### Recommendation Explained

In a letter to all Subordinate Lodges Secretary-Treasurer Chamberlain explained that the recommendation is based on several recent court decisions, especially the decision of the United States Supreme Court in the Street and Allen cases, wherein our Brotherhood like others, is susceptible to suit by an individual or individuals for return of any dues used for political purposes.

Chamberlain also pointed out that "although there have been two Supreme Court decisions in this area, the solution to the problem of determining which union expenditures are subject to objection by employes remains uncertain.

"Our Constitution provides for railroad legislative activity which we maintain has as its sole purpose the carrying on of such activities as are germane to collective bargaining," Chamberlain added, "nevertheless, the fact remains that this provision in the Constitution makes us susceptible to suit, and if challenged will require the spending of finances for defending our position in court.

"Your Grand Lodge, after much deliberation, decided that the possibility of suit or suits plus the need for channeling funds to areas where the most can be accomplished warrants our recommending that Local Subordinate Lodges adopt the following changes in our Constitution:

- Delete Article I, Section 75, and Article I, Section 169 from the Constitution in their entirety, and delete all reference to Railroad Legislative Fund and representation in other pertinent sections of the Constitution.
- Change Article I, Section 151 to provide that out of each $7.00 per capita tax 80 cents will be al-

Our Grand Executive Council and Grand Board of Trustees are shown as they met in joint session to consider vital Brotherhood affairs. Clockwise around the table they are: Vice Presidents C. S. Chandler, T. H. Gregg, B. H. Steuerwald and P. T. Drummond; Trustees W. D. Wilson, Wm. H. Lewis, and C. R. Scott; Grand Lodge Representative H. A. Stockdale; Vice Presidents C. K. Fields and Gerald Orndorff; Secretary-Treasurer C. J. Chamberlain and President Jesse Clark.

located as follows: 15 cents shall be deposited in the Contingent Fund, 20 cents in the Building Fund, and 45 cents in the Journal Fund for subscription to *The Signalman's Journal.*

• Transfer monies in present Railroad Legislative Fund to the General Fund.

Sections of the Constitution which the Council and Board of Trustees recommend being revised are listed as follows:

## Article I

### Railroad Legislative Representatives Railroad Legislative Fund

**Sec. 75.** The President shall assign a Vice President to have charge of and appoint Railroad Legislative Representatives.

The Vice President so assigned shall have the right to appoint such representatives as he deems necessary in all matters involving railroad legislation. The Vice President shall render reports covering legislation affecting the members of our Brotherhood to the President, with copies to the Secretary-Treasurer of Grand Lodge, Vice Presidents, General Chairmen, and Railroad Legislative Representatives.

Salaries and expenses of members assigned to act as Railroad Legislative Representatives shall be paid from the Railroad Legislative Fund. A member so assigned shall be paid equal to the amount he would have earned during his regular assignment, and if required to perform service on a rest day he will be allowed the punitive rate, not to exceed eight hours, and he shall also be paid actual expenses as provided for in Section 29 of this Article, subject to the approval of the Vice President in charge of railroad legislative activities, who shall be furnished copies of all expense reports at the same time as they are filed with the Secretary-Treasurer of Grand Lodge, as provided in Section 29 of this Article.

Railroad Legislative Representatives shall render a report in writing to the Vice President in charge within thirty days after their respective Legislatures adjourn.

*It is recommended that Section 75 be deleted from the Constitution.*

"Sec. 151. Out of each $7.00 per quarter per capita tax received by Grand Lodge, $1.00 shall be set aside, of which 15¢ shall be deposited in the Contingent Fund, 20¢ in the Building Fund, 45¢ in the Journal Fund for subscription to 'The Signalman's Journal,' and 20¢ in the Railroad Legislative Fund."

*It is recommended that Section 151 be changed to read as follows:*

"Sec. 151. Out of each $7.00 per quarter per capita tax received by Grand Lodge, 80¢ shall be set aside, of which 15¢ shall be deposited in the Contingent Fund, 20¢ in the Building Fund, and 45¢ in the Journal Fund for subscription to 'The Signalman's Journal.'"

"Sec. 169. The sum of 20¢ shall be set aside out of each quarterly per capita tax paid to Grand Lodge, as required by Section 151 of this Article, for the establishment and maintenance of the Railroad Legislative Fund. This fund is to be under the direction of the Secretary - Treasurer of Grand Lodge. All monies received for the Railroad Legislative Fund shall be kept separate and distinct from any and all other funds and shall be deposited in a reliable bank or banks approved by the Grand Board of Trustees and to the account of 'Railroad Legislative Fund, Brotherhood of Railroad Signalmen.' This fund shall be used only for the purpose of defraying the cost of participating in railroad legislation as may be deemed necessary."

*It is recommended that Section 169 be deleted from the Constitution.*

It was further explained that the Executive Council and Board of Trustees are of the firm opinion that approval of the recommendations is in the best interests of the Brotherhood and will to a large extent remove the possibility of our being required to expend funds in court litigation defending the position that we do not expend any portion of our dues money for political purposes .

The proposed changes were submitted to all Subordinate Lodges for their consideration and appropriate action in accordance with the provisions of our Constitution. The results must be filed with Grand Lodge no later than October 31, 1965.

The Council also considered the plight of our members on the strike bound Florida East Coast Railway and discussed strike benefits, unemployment donations, and Travelers Insurance premiums for our F.E.C. members.

In view of action taken at the 1965 Convention authorizing Grand Lodge to levy any assessment necessary to continue this fight the Council and Board of Trustees unanimously voted to levy an assessment of $3 per quarter per member effective with the third quarter, 1965, and continuing to the end of the quarter following the quarter in which the strike is terminated.

It was further proposed that striking members with no outside employment and who fill picket assignment as assigned be paid strike benefits, insurance premiums, and the amount they would have received in unemployment compensation.

Striking employes who do not fill a picket assignment and have obtained other employment will not be paid benefits.

Striking employes who fill a picket assignment and have obtained part-time other employment will be paid strike benefits and insurance premiums.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President Clark and Secretary-Treasurer C. J. Chamberlain in a joint letter to the membership explained that "you are all aware that the Florida East Coast Strike still continues and our members have been walking the picket lines since January 23, 1963.

"To date our members, along with other non-operating groups, have been fighting for 29 months to secure a pay increase of 10.28 cents an hour which was granted all other non-operating employes in the United States on June 5, 1962. You have received an additional 20 cents per hour since that date—10 cents on January 1, 1964 and 10 cents on January 1, 1965, and you will receive an additional 10 cents per hour on January 1, 1966.

"On December 1, 1964, we addressed a letter to all members of the Brotherhood of Railroad Signalmen in the United States and Canada outlining in detail the hard facts in connection with the continued support of Florida East Coast members in their struggle for all organized railroad labor.

"We appealed to you for voluntary contributions so that we would have the necessary funds to continue our support of our FEC members. It was pointed out that we were faced with a financial crisis, as many of our members had exhausted or were about to exhaust their Unemployment Insurance benefits which they had been receiving from the Railroad Retirement Board. It was estimated that we would need approximately $10,000 per month in additional income to pay our members Unemployment Insurance benefits, strike benefits, and to pay the Travelers insurance premiums.

"The response to our appeal for voluntary contributions has been gratifying, however, the amount received has fallen far short of the required amount which we must have to continue our wholehearted support of our FEC members, who we cannot and will not let down in their struggle for all of us."

As a matter of information to all members, the action authorizing an assessment, which was unanimously approved by the Convention in regular session on Tuesday, August 18, 1964, in Montreal, Canada is as follows:

"That the members and officers at this Convention go on record to send sympathies to employes at Florida East Coast Railroad for their fight for the true basis of unionism. If necessary, an assessment should be placed on all our members to help them in their cause."

Our Brotherhood has spent thousands of dollars in conducting this strike in cooperation with other non-operating organizations, and with the full support of the operating Brotherhoods. It is an indisputable fact that our Signalmen's organization has always represented and protected the interests of each and every member. We will continue to do so and we will not let our FEC Brothers down.

Without our support our FEC members and their families would be without income. Keeping in mind the hardships that our FEC Brothers have been faced with during the past two and a half years, as compared with the wage increases, improved vacations, additional paid holiday, improved Travelers insurance benefits, and job stabilization agreement which we have gained during this time, we are sure the 3¼ cents per day, which is the amount of the assessment for each member, will not seem like much of a sacrifice.

In the letter to the membership Clark and Chamberlain pointed out that "each member was advised that any individual voluntary contribution to the FEC special assistance fund received since December 1, 1964 would be credited against any assessment that may be levied against our membership. Accordingly, we are furnishing each Financial Secretary with a list of all members of their respective locals and the amount of contribution that each has made. Each member who has contributed will be given credit in the amount of his contribution. For instance, if you made a contribution in the amount of $1.00 you will be required to pay only $2 for the Third Quarter and $3 per quarter thereafter. If you made a contribution in the amount of $5 you will not be required to pay anything for the Third Quarter and only $1 for the Fourth Quarter. Thereafter you would pay $3 per quarter.

"Your assessment of $3 per quarter effective with the Third Quarter 1965, must be remitted to your respective Financial Secretary along with your Third Quarter dues prior to July 31, 1965. If any of you who have contributed do not desire credit for your contributions, you should notify your Financial Secretary that you will pay the amount of the regular assessment. We urge each of you who are requesting credit for your contributions to advise your respective Financial Secretary of the amount of your contribution at the time you pay your regular Third Quarter dues. This will enable the Financial Secretary to check the amount of credit requested against the list which we are furnishing him of his local's membership showing the name of the contributor and the amount contributed.

"Your continued support and cooperation toward this worthy endeavor is imperative. We cannot let Mr. Edward Ball, the Florida East Coast tycoon, and his associates, return us to the days of the master-servant era. Our Railroad Brotherhoods have been successful throughout the years in negotiating acceptable contracts with decent working conditions and at standard rates of pay. Mr. Ball would change all this and unilaterally impose on all his employes a set of working conditions which completely disregard craft lines and individual seniority. In addition, he wants all to work at sub-standard rates of pay.

"We will not succumb to his tyranny against all organized labor, but we will continue to fight until we are successful in restoring our striking brothers to their jobs under acceptable working conditions and at standard rates of pay, regardless of how long it takes to successfully achieve this goal.

"Our action in levying this assessment will serve notice to Mr. Ball that we will not give up the struggle and that we are solidly behind our striking Brothers and members."

In recognizing the unique conditions facing Canadian members, Brothers Clark and Chamberlain explained that in view of the check-off agreement in effect on the Canadian railroads, members should send their individual $3 quarterly assessment directly to their Local Financial Secretary. The Secretary will forward the assessments to Grand Lodge.

Cooperation in this matter of vital concern to all trade unionists was urgently requested by both the President and Secretary-Treasurer of our Organization.

Other items considered by the Grand Executive Council included those dealing with State and Federal legislation, union shop, agreement revisions, National Railroad Adjustment Board cases and their application, legal assistance under the Federal Employers Liability Act, and general conditions in Canada.

# Dirksen Amendment: Roadblock to Progress

A DRIVE IS UNDER WAY TO undermine the Supreme Court "one man, one vote" ruling requiring both houses of state legislatures to be apportioned on the basis of population. Opponents of the Court's decision are pushing for a constitutional amendment to permit one house of a state legislature to be apportioned on a basis other than population. The effect would be the same legislative stalemate that now afflicts many states. Liberal Sen. Paul Douglas (D.-Ill.) is one of the leaders supporting the Court decision and fighting its opponents. Following are excerpts from his testimony on proposed amendments to upset the court ruling. He testified before a Senate Judiciary Subcommittee:

"I oppose any amendment to the Constitution which would restrict or reduce the rights of citizenship.

"These are individual rights guaranteed by the Constitution, and the denial or reduction of them is no less objectionable whether accomplished by the dictation of a single tyrant, an oligarchy, or a majority.

"Consequently, I am unequivocally opposed to the amendments before you . . ."

"The two fundamental wrongs which all share are easily stated. First, they would, in their most perfect form, permit a bare majority of the voters participating in a referendum to deny to individual citizens, others and themselves, the right to equal representation and to the equal protection of the laws.

"Second, they would continue or establish, in practice, minority rule over the state governments by giving control of one house of the legislature, and hence a veto, to the over-represented areas.

"In the debates last fall on apportionment we found that there were few citizens of the United States whose rights to equal representation had not been severely diluted by the failures of state legislatures to reapportion themselves to take account of the great shift of our population from rural areas to the cities and suburbs over the past half century.

"There are 33 upper houses and 32 lower houses in which a majority is elected by less than 45 percent of the people.

"The proposed constitutional amendments before the subcommittee, one must admit, are deceptively attractive. At the heart of this deceptive appeal is the proposition that apportionment of one house on the basis of 'other' factors would have to be 'submitted to a vote of the people.'

"Among the many faults of the proposed amendment there is, for example, no protection against the 'other' basis permitting de facto discrimination on the basis of race, religion or national origin. As Senators know, districting by area can easily be used as a vehicle to deny effective representation to racial or religious groups which tend to live in segregated areas.

"There is no guarantee that where an 'other' basis is adopted there can easily be periodic review by the people, so we may face greater and greater malapportionment with future population changes and have no remedy.

"There is no guarantee that an initiative to reconsider this question will be possible, practically speaking. To effect an initiative when, for example, 10 percent of 2,000,000 voters must sign the petition, the cost would be about $1,600,000 in the first instance. Without provision for automatic review, control of apportionment would be permanently in the hands of the wealthy.

"Moreover, 28 states now do not have provisions for holding a referendum. This would leave the handling of the 'approval of the people' to the already malapportioned legislatures.

"And what guarantee is there that the majority approving an apportionment plan submitted in a referendum will constitute more than a majority of, say 10 percent or 5 percent of the votes of a State? Rule by a small minority is permitted.

"Moreover, as we have seen so recently in the California referendum on fair housing, referenda are not necessarily the perfect tools of a democracy. They may more often be a means by which the controllers of communications and those who are able to pay the huge costs of TV and newspaper propaganda can manipulate the voters.

"The purpose of all the amendments before the subcommittee is simply to block the fair apportionment of one of the houses of the legislature. Having failed to block the fair apportionment of both houses of the state legislatures last fall, there is now an attempt to forever block the reapportionment of one house.

"All historical fact to the contrary, the opponents of fair representation in the state legislatures seem compelled to argue that the representation of 'other' factors in one house of a state legislature merely follows the alleged 'analogy' of the Congress of the United States.

"It is true that the Senate of the United States is apportioned by states without regard to population. But it is not in any way true that there is a proper analogy between this constitutional compromise which was necessary to produce the union and the formation of state legislatures.

"Senators need only read (James) Madison's notes on the Constitutional Convention to understand why the 'great compromise' was adopted.

"The framers were forced into it by the open threat of Delaware, and the veiled threats of Maryland and possibly other small States, to enter into a treaty with a foreign power—one of our enemies poised for the opportunity to destroy our independence—unless they and the other small states received equal representation in the Senate.

"The states were original and independent political units and the small states extracted equal representation as the price of union.

"But counties and towns are not independent units which agreed to combine in order to form the state. They are the creations of the state; they can be revised, divided or eliminated by the state.

"Consequently, as the Supreme Court, constitutional scholars and historians have pointed out time and again, counties and towns have no right to claim equal representation in a State legislature regardless of population.

"Where they have such representation it is by the acquiescence of the state in the unconstitutional denial of equal citizenship to all its citizens. There is no 'federal analogy.'

"I ask this committee to think twice and again before it recommends a constitutional amendment to deprive citizens of their individual rights."

# Life Insurance For Retired Members Health and Welfare Plan Modified

THE MEDIATION AGREEments entered into with the various non-operating organizations provided for the modification of our health and welfare and group life insurance program and, as the result of conferences held by the representatives of the organizations and the carriers constituting the policyholder of Group Policy No. GA-23000 with The Travelers Insurance Company, an agreement was reached on Amendment No. 12 to the Policy Contract and Amendment No. 9 to the accompanying Special Account Agreement, which include all amendments made to date constituting a complete revision of these documents.

### Life Insurance Provisions Explained

We have been receiving inquiries regarding the life insurance provided for retired employes and we give you below an explanation of these provisions of the policy contract.

Article I, Section 3, of Travelers Group Policy Contract No. GA-23000 defines a "retired employe" as follows:

**The term "Retired Employe" as used herein means an Employe whose eligiblity for life insurance under Article X, Section 1, shall have terminated on or after March 1, 1964, at or subsequent to the time of his retiring to receive an age or disability annuity for which he is eligible under the Railroad Retirement Act of the United States, or while he is in receipt of such an annuity; provided, however, that if a Retired Employe shall return to compensated service with an Employer listed in Exhibit Q, R, S, T or U, he shall cease to be included within the term Retired Employe at the end of the month in which he returns to such compensated service; and further provided that if the annuity of a Retired Employe who has not attained the 65 anniversary of his date of birth shall cease in accordance with said Railroad Retirement Act, he shall cease to be included within the term Retired Employe at the end of the month in which such annuity so ceases, but if thereafter he again becomes an annuitant under said Act, he shall at the same time again be included in the term Retired Employe.**

This definition, in effect, requires that an employe meet two conditions to be eligible for the $2,000 of retired employe life insurance. First, he must have a current insured status based on his active service under the policy contract at the time of retirement and, secondly, he must have sufficient service and be eligible to receive an age or disability retirement annuity under the Railroad Retirement Act at the time his $4,000 life insurance, based on his active service, terminates.

Specifically, an employe's eligibility for the $4,000 of life insurance, as an employe in active service must be terminated on or after March 1, 1964, upon or subsequent to his retiring to receive an annuity under the Railroad Retirement Act, or while he is in receipt of such an annuity. This means that employes with less than ten years of service are excluded, since that is the minimum required for an annuity under the Railroad Retirement Act.

In most cases an employe's $4,000 life insurance under the policy contract continues for a period of one calendar month following the month in which the employe retires. In cases where an employe is disabled, and his disability is such that the employe would be prevented from engaging in his regular occupation, the $4,000 life insurance is continued from the date of disability to the end of the first full calendar year, under the waiver of premium provisions of the policy contract.

Thus, any employe retiring under the Railroad Retirement Act on or after March 1, 1964, on an age annuity, provided he is at the time of retirement entitled to the $4,000 life insurance under the basic provisions of GA-23000, is insured for the $2,000 life insurance as a retired employe as of the beginning of the second month following the month in which he last worked.

On and after March 1, 1964, any employe, under age 65, who becomes disabled and at that time is eligible for the $4,000 life insurance under the basic provisions of GA-23000, and who is entitled to waiver of premium protection for such life insurance through the end of the calendar year following the year in which he last performed compensated service, and who prior to termination of such $4,000 life insurance coverage applies for disability annuity under the Railroad Retirement Act for which he is eligible, is immediately following such expiration covered for $2,000 life insurance as a retired employe.

If the employe does not have on file an application for an annuity at the time he leaves railroad service, he should file application for same within a reasonable time to eliminate any doubt that he left the service for the purpose of receiving an annuity.

Where a disability annuitant who is insured for the $2,000 life insurance as a retired employe recovers from his disability and returns to carrier service, such employe would be covered for the $2,000 retired employe life insurance for the month in which he returns to service and would, in the following month, be covered for the $4,000 as an active employe, whereupon the $2,000

### RRB Announces Organizational Changes

**The Railroad Retirement Board announces two major organizational changes. The changes became effective May 19.**

**Samuel Chmell, the Board's director of research since October 1960, has been named director of the bureau of unemployment and sickness insurance. He will succeed H. L. Carter, who is retiring in May.**

**The office of chief actuary, headed by A. M. Niessen, will be consolidated with the office of research, and Mr. Niessen has been appointed director of the new office.**

**Mr. Chmell has been with the Board since 1949. His Federal career also includes service with the Department of Justice and the Veterans' Administration. Before entering Federal service, he was employed by the Illinois State Department of Labor. During World War II, Mr. Chmell served as a cryptographer with the Air Force in Africa and the Middle East. He holds a bachelor of arts degree in economics and has done postgraduate work in that field. He is a member of the American Statistical Association and Industrial Relations Research Association.**

**Mr. Niessen joined the Board in July 1942. He has been the Board's chief actuary since September 1955. Well-known in the actuarial field, Mr. Niessen is a graduate of the University of Warsaw and has done graduate work at the University of Chicago. He is a member of the Society of Actuaries, a member and director of the Inter-American Association of Actuaries, and a fellow of the Conference of Actuaries in Public Practice.**

would become void until such time as he again retired and again became eligible for the $2,000 employe life insurance at the termination of his coverage for the $4,000.

### Immediate Attention to Details

Special and immediate attention should be given to those employes who have already retired and who last performed compensated service prior to March 1, 1964, and under the terms of the policy contract may be entitled to the $2,000 retired employes life insurance. In such cases the following will apply:

- An employe, regardless of age, who performed any compensated service in 1963, and was a qualifying employe under the policy contract at the time of such last employment, who became disabled and was covered for the $4,000 group life insurance under the waiver of premium provision on and after March 1, 1964 and who retired to receive an annuity for which he was eligible under the Railroad Retirement Act, is covered for the $2,000 retired employe life insurance as of January 1, 1965.
- An employe, regardless of age, who performed any compensated service in the months of January or February, 1964, and was a qualifying employe under the policy contract at the time of such last employment, who became disabled and was covered for the $4,000 group life insurance under the waiver of premium provisions on and after March 1, 1964, and who retired to receive an annuity for which he was eligible under the Railroad Retirement Act will be covered for the $2,000 retired employe life insurance as of January 1, 1966. In such cases the $4,000 life insurance would terminate on December 31, 1965.
- An employe age 65 or over who has no incidence of disability but who last worked in February 1964, and who was at that time insured for the $4,000 life insurance under the basic provisions under the policy contract, and who retired to receive an annuity for which he was eligible under the Railroad Retirement Act, would remain insured for the $4,000 life insurance as an active employe through the month of March 1964, and is covered for the $2,000 life insurance as a retired employe as of April 1, 1964.

### Certificates Ready Soon

The Travelers Insurance Company is in the process of preparing certificates which will be issued to each retired employe eligible for the $2,000 life insurance.

## Determine Your Rights Under FELA

Members who are injured on the job and the dependents of those members who have been killed or have died as the result of such injuries should by all means ascertain their rights and benefits under the Federal Employers' Liability Act before attempting any settlement with the railroad.

Below is a list of attorneys who, on the basis of information made available to us, are competent to give full information and assistance to those in need of it.

This list is compiled and maintained on the strength of information furnished us by both attorneys and members. The accuracy of the list that we will publish from time to time depends entirely on the information furnished us. Therefore, everyone concerned is urged to keep us informed, regarding cases handled, nature of the case, terms of the settlement, commendations, criticisms, etc.

Vice President G. Orndorff, Room 1812, 220 South State Street, Chicago 4, Ill., has been designated to receive and compile this information.

**Atlanta, Ga.** Thomas J. Lewis, Jr., 905 Healy Bldg.
Tel. JAckson 2-4229

**Baltimore 2, Md.** Bernard M. Savage, 10 Light St., 30th Floor, Maryland National Bank Bldg.
Tel. MUlberry 5-2713

**Bergenfield, N.J.**
Charles J. Tyne
104 N. Washington Ave.
Tel. DUmont 4-9433

**Birmingham 3, Ala.**
Rives, Peterson, Pettus & Conway, Seventeenth floor, Twenty-one Twenty-one Building.

**Boston 8, Mass.** Francis H. Farrell, Suite 701, Old South Bldg., 294 Washington Street.
Tel. LIberty 2-3270

**Chicago 2, Ill.** Henslee-Monek-Henslee, 120 Madison Bldg.
Tel. STate 2-5925

**Cleveland 14, Ohio.** Howard M. Metzenbaum, 700 Union Commerce Bldg.
Tel. PR 1-4515

**Denver 2, Colo.** Alex Stephen Keller, 316 Symes Bldg.
Tel. ALpine 5-3603

**East St. Louis, Ill.** Dan McGlynn, 120 N. Main Street.

**Fort Worth, Tex.**
Contact George L. Schmidt, at Houston 2, Texas.

**Houston 2, Tex.**
George L. Schmidt, 1307 American Investors Bldg.
Tel. CA 2-2268

**Kansas City, Mo.** Ernest Hubbell, 2505 Power and Light Bldg., 14th & Baltimore Ave.
Tel. BAltimore 1-5666

**Kansas City, Mo.** Frank X. Mattes, 1014 Argyle Bldg.
306 E. 12th Street.
Tel. HArrison 1-5570

**Los Angeles 13, Calif.** Clifton Hildebrand, 408 So. Spring St., Suite 205.
Tel. MAdison 9-2214

**Minneapolis 2, Minn.** Eugene Rerat, 1100 First National Bank Bldg.
Tel. FEderal 9-9231

**New York 17, New York.** John V. Higgins, 535 Fifth Ave.
Tel. YUkon 6-1377

**Oakland, Calif.** Clifton Hildebrand, 1212 Broadway.
Tel. GLencourt 1-6732

**Pittsburgh 19, Pa.** Robert B. Ivory, 711 Frick Bldg.
Tel. GRant 1-4780

**St. Louis, Mo.** Ernest Hubbell, 408 Olive St. Suite 302. Tel. CHestnut 1-0505

**St. Louis, Mo.** Frank X. Mattes 611 Olive St., Suite 1814.
Tel. MAine 1-6992

**Salt Lake City 1, Utah.** Wayne L. Black, 530 Judge Bldg.
Tel. EMpire 4-3566

**San Antonio, Tex., 78205,** George L. Schmidt, 1515 N.B.C. Bldg.

**Seattle, Washington,** 98104, Arthur E. Piehler, 27th Floor Smith Tower.
Tel. Main 4-4700

**Sherman Oaks, Calif.** John M. Ennis, Suite 27, Lydee Bldg., 15445 Ventura.

**Syracuse, N.Y.** J. Murray Dunn, 707 State Tower Bldg.
Tel. HA 2-0303

**Vicksburg, Miss.** W. W. Ramsey, First National Bank Bldg.
Tel. VIcksburg 63-6-5561

**Wichita 2, Kans.** John C. Frank, 610 Union National Bldg.
Tel. HObart 4-0346

**Wichita, Kans.** Payne H. Ratner, 444 N. Market, P.O. Box 306
Tel. AMherst 2-6423

# news from Canada

## International Railway Brotherhoods Submit Improvement Program to Ontario Cabinet

GRAND LODGE REPRESENTative A. N. Cotton recently announced that broad improvements were called for in the recent annual memorandum of proposed legislation presented to the Ontario Cabinet by the Rail Brotherhoods' Legislative Committee in the Province.

Included in the recommendation were the following proposals:

- Manual or signal protection at level rail crossings which are known to the Board of Transport Commissioners to be hazardous.
- Amendment of the Hospital Services Commission Act to include diagnostic and clinical services so as to provide complete medical coverage. Also, an extension of the age limit for children so as to include them in the family premium until they complete college.
- Support for the national program of medicare recommended by the Hall Commission.
- Inauguration of a National Transportation policy and reorganization of the control of interprovincial and international transportation in order to regulate railways, waterways, highways and pipelines collectively as well as individually in meeting Canada's needs.
- Free surgical, optical and dental care to recipients of Old Age Assistance.
- Reduction from 18 to 16 years of the minimum age for benefits under the Disabled Persons Act, and broadened application of the act.
- Participation of the greatest extent possible in programs designed to improve the basic education of workers. Also, continuation of the policy of extending vocational education facilities, with emphasis on skills that will not soon be obsolete.
- Use of all available railway facilities for commuter movements in the Toronto metropolitan area.
- Planned courses in highway safety education in all primary and secondary schools in order to help reduce the toll of death and injuries from automobile accidents.
- Strict supervision and enforcement of regulations governing motor vehicle speed, particularly with regard to buses and trucks, and mechanical tests for trucks at the same time as weight checks are made on the highways.
- Legislation safeguarding the transportation of workers by highway vehicles.
- Amendment of the Minimum Wage laws so as to increase the hourly rate to $1.75.
- A provincial lottery for the benefit of hospitals and education services.
- Amendment of the Hours of Work and Vacations With Pay Act to provide two weeks vacation for one year's service, three weeks for five years service, and four weeks after 15 years. Also, regulation of the number of hours that drivers of commercial trucks and buses may be permitted to work without having designated rest periods.
- Revision of the Workmen's Compensation Act so as to remove the wage ceiling on which compensation is computed; upgrade disability pensions; increase benefits for dependent children to $60 a month and to $75 a month for orphan children; increase to $125 a month benefits to widow or invalid husband. Also, addition to industrial diseases covered by the act lung cancer "caused from the exhaust of motive power operated directly or indirectly by internal combustion motors," and research on exhaust fumes of diesel locomotives in this connection.
- A study of the Workmen's Compensation Act with the view of determining whether it meets the minimum standards set out in the convention adopted last year by the International Labor Organization.


HELP WANTED

**SIGNAL MAINTAINERS**

**For rehabilitation and maintainence program in New York City Area. Five-day week, good salary and liberal employee benefits.**

Write Personnel Department

**PORT AUTHORITY, TRANS-HUDSON CORPORATION**

30 Church Street

New York, New York 10007

## THIS IS YOUR COPY

# Agreement

between

**Employees Represented by the Fifteen Cooperating Railway Labor Organizations Signatory Thereto**

and

**Participating Eastern, Western and Southeastern Carriers**

Signed at Chicago, Illinois, August 21, 1954

*Brotherhood President Jesse Clark has requested that the text of the Agreement signed August 21, 1954, as indicated above, be reproduced in The Signalman's Journal. It has been pointed out that provisions of this Agreement remain in effect and must be considered in conjunction with the Mediation Agreement dated February 7, 1965 which was reproduced in the March issue of the Journal.*

*We suggest that you remove this reference material and add it to your file of working agreements. Watch future issues for important additions to your file. President Clark has requested that other national agreements be reproduced in this manner whenever space can be made available.*

AGREEMENT

This agreement made this 21st day of August, 1954, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and made a part hereof and represented by the Eastern, Western and Southeastern Carriers' Conference Committees and the employees of such carriers shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employes' National Conference Committee, Fifteen Cooperating Railway Labor Organizations.

WITNESSETH:

WHEREAS, on or about May 22, 1953 certain proposals were served on the carriers parties hereto by the organizations parties hereto on behalf of employees represented by such organizations; and,

WHEREAS, within thirty days following May 22, 1953 certain proposals on behalf of certain of the carriers parties hereto were served on certain of the employees of said carriers represented by the organizations parties hereto; and,

WHEREAS, a hearing was conducted by a Presidential Emergency Board (No. 106) and said Board on May 15, 1954 filed its report together with its findings and recommendations with the President of the United States:

NOW THEREFORE IT IS AGREED:

EMPLOYEES' PROPOSALS

ARTICLE 1—VACATIONS

*Section 1.* Article 1 of the Vacation Agreement of December 17, 1941 is hereby amended to read as follows:

(a) Effective with the calendar year 1954, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred thirty-three (133) days during the preceding calendar year.

(b) Effective with the calendar year 1954, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than 133 days during the preceding calendar year and who has five or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than 133 days (151 days in 1949 and 160 days in each of such years prior to 1949) in each of five (5) of such years not necessarily consecutive.

(c) Effective with the calendar year 1954, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than 133 days during the preceding calendar year and who has fifteen or more years of continuous service and who, during such period of continuous service renders compensated service on not less than 133 days (151 days in 1949 and 160 days in each of such years prior to 1949) in each of fifteen (15) of such years not necessarily consecutive.

(d) Paragraphs (a), (b) and (c) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two or three work weeks.

(e) Service rendered under agreements between a carrier and one or more of the Nonoperating Organizations parties to the General Agreement of August 21, 1954 of which this Article is a part, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(f) Calendar days in each current qualifying year on

which an employee renders no service because of his own sickness or because of his own injury on the job shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than five (5) years of service; a maximum of twenty (20) such days for an employee with five (5) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

(g) In instances where employees have performed seven (7) months' service with the employing carrier, or have performed, in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees in the Armed Forces will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(h) An employee who is laid off and who has no seniority date and no rights to accumulate seniority, who renders compensated service, before layoff, on not less than one hundred thirty-three (133) days in a calendar year and who returns to service, in the following year, for the same carrier, in the same seniority district where he would have accumulated seniority had his rights so permitted, will be granted a vacation in the year of his return after the performance, in such year, of compensated service on not less than sixty (60) days. This paragraph creates no obligation to rehire such employee after his layoff.

*Section 2.* Article 2 of the Vacation Agreement of December 17, 1941 is hereby amended to read as follows:

2. Subject to the provisions of Section 1 hereof as to qualifications for each year, effective with the calendar year 1954 annual vacations with pay of seven and one-half and ten consecutive work days will be granted to the following employees, after two and three years of continuous service respectively:

(a) The following described employees if represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees:

(1) Clerks (clerical workers and machine operators) which classification for the purposes of this Agreement shall be construed to also include the occupations hereafter named—Agents and assistant agents; traveling auditors, traveling freight claim agents and adjustors, traveling time adjustors or traveling checkers, traveling accountants and traveling car agents; storekeepers, assistant storekeepers and supply car storekeepers, station masters and assistant station masters; supervisors and assistant supervisors; baggage agents and assistant baggage agents; general foremen and assistant general foremen, foremen and assistant foremen; fuel, lumber, tie, loss and damage, store and material, transportation, icing and refrigeration, freight and perishable, scale and material inspectors; car distributors; crew dispatchers; ticket sellers, checkers, talleymen, receivingmen and deliverymen, defined as clerks in existing agreements; stockmen, stockkeepers, countermen, stationers and counter checkmen in stores department; weighmasters, toll collectors; caboose supply checkers; teletype operators.

(2) Other office and station employees which classification shall include the occupations hereafter named by whatever payroll title designated, but no others; Gang foremen other than those paid on differential hourly or tonnage basis; office boys, messengers and chore boys; train announcers; gatemen, train and engine crew callers; telephone switchboard operators; elevator operators; matrons and watchmen in office buildings; operators of office or station equipment devices or appliances such as those for duplicating letters and statements, perforating papers, adjusting dictating machine cylinders, numbering claims and other papers; employees engaged in assorting, checking or filing tickets, waybills, claims, pay and time checks, car movements, per diem or other checks, freight claims, dray tickets, requisitions, tickets or waybills against reports; employees engaged exclusively in gathering and distributing or delivering mail.

(b) Employees represented by The Order of Railroad Telegraphers, except custodians, caretakers, and small non-telegraph agents.

(c) Paragraphs (a) and (b) hereof, shall be construed to grant to weekly and monthly rated employees whose rates contemplate more than five (5) days of service each week, one and one-half or two work weeks of vacation.

*Section 3.* When, during an employee's vacation period, any of the seven recognized holidays (New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the seven holidays enumerated above, falls on what would be a work day of an employee's regularly assigned work week, such day shall be considered as a work day of the period for which the employee is entitled to vacation.

*Section 4.* Effective January 1, 1955, Article 5 of the Vacation Agreement of December 17, 1941 is hereby amended by adding the following:

> Such employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.
>
> Note: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions.

*Section 5.* Article 8 of the Vacation Agreement of December 17, 1941 is hereby amended by adding the following:

> Effective with the year 1954, it is understood that if an employee who performed the necessary qualifying service in the year prior to the year of his death, or in the year of his death, or both, dies before receiving such vacation, or vacations, or payment in lieu thereof, payment of the allowance for such vacation or vacations shall be made to his surviving widow, or in the absence of a surviving widow, on behalf of a dependent minor child or children, if any.

*Section 6.* Except to the extent that articles of the Vacation Agreement of December 17, 1941 are changed by this Agreement, the said agreement and the interpretations thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942, July 20, 1942 and July 18, 1945 and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations

which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

*Section 7.* Article 15 of the Vacation Agreement of December 17, 1941 is modified to read as follows:

> This agreement shall be effective as of January 1, 1954 and shall be incorporated in existing agreements as a supplement thereto, and shall be in full force and effect for a period of two (2) years from January 1, 1954, and continue in effect thereafter subject to not less than seven (7) months' notice in writing (which notice may be served in 1955 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, Amended.

## ARTICLE II—HOLIDAYS

*Section 1.* Effective May 1, 1954, each regularly assigned hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate of the position to which assigned for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual employee:

| | |
|---|---|
| New Year's Day | Labor Day |
| Washington's Birthday | Thanksgiving Day |
| Decoration Day | Christmas |
| Fourth of July | |

> Note: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above-enumerated holidays.

*Section 2(a).* Monthly rates, the hourly rates of which are predicated upon 169⅓ hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.

*Section 2(b).* All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 28 divided by 12 will establish a new hourly factor and overtime rates will be computed accordingly.

Weekly rates not included in Section 2 (a) shall receive a corresponding adjustment.

*Section 3.* An employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid by the Carrier is credited to the workdays immediately preceding and following such holiday. If the holiday falls on the last day of an employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

> Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

*Section 4.* Provisions in existing agreements with respect to holidays in excess of the seven holidays referred to in Section 1 hereof, shall continue to be applied without change.

*Section 5.* Nothing in this rule shall be construed to change existing rules and practices thereunder governing the payment for work performed by an employee on a holiday.

## ARTICLE III—HEALTH AND WELFARE BENEFITS

The "Health and Welfare Proposal" will be disposed of in conformity with the terms of the Memorandum dated at Chicago, Illinois, August 21, 1954.

## CARRIERS' PROPOSALS

## ARTICLE IV—CARRIERS' PROPOSAL NO. 6

*Eliminate existing rules, regulations, interpretations or practices, however established, which restrict the right of a Carrier to require furloughed employees to perform extra and relief work.*

This proposal is disposed of by adoption of the following:

1. The Carrier shall have the right to use furloughed employees to perform extra work, and relief work on regular positions during absence of regular occupants, provided such employees have signified in the manner provided in paragraph 2 hereof their desire to be so used. This provision is not intended to supersede rules or practices which permit employees to place themselves on vacancies on preferred positions in their seniority districts, it being understood, under these circumstances, that the furloughed employee will be used, if the vacancy is filled, on the last position that is to be filled. This does not supersede rules that require the filling of temporary vacancies. It is also understood that management retains the right to use the regular employee, under pertinent rules of the agreement, rather than call a furloughed employee.

2. Furloughed employees desiring to be considered available to perform such extra and relief work will notify the proper officer of the Carrier in writing, with copy to the local chairman, that they will be available and desire to be used for such work. A furloughed employee may withdraw his written notice of willingness to perform such work at any time before being called for such service by giving written notice to that effect to the proper Carrier officer, with copy to the local chairman. If such employee should again desire to be considered available for such service notice to that effect—as outlined hereinabove—must again be given in writing. Furloughed employees who would not at all times be available for such service will not be considered available for extra and relief work under the provisions of this rule. Furloughed employees so used will not be subject to rules of the applicable collective agreements which require advance notice before reduction of force.

3. Furloughed employees who have indicated their desire to participate in such extra and relief work will be called in seniority order for this service. Where extra lists are maintained under the rules of the applicable agreement such employees will be placed on the extra list in

seniority order and used in accordance with the rules of the agreement.

Note 1: In the application of this rule to employees who are represented by the organizations affiliated with the Railway Employees Department, A.F. of L., it shall not apply to extra work.

Note 2: Employees who are on approved leave of absence will not be considered furloughed employees for purposes of this agreement.

Note 3: Furloughed employees shall in no manner be considered to have waived their rights to a regular assignment when opportunity therefor arises.

This rule shall become effective November 1, 1954, except on such Carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative or representatives on or before October 1, 1954.

## ARTICLE V—CARRIERS' PROPOSAL NO. 7

*Establish a rule or amend existing rules as to provide time limits for presenting and progressing claims or grievances.*

This proposal is disposed of by adoption of the following:

The following rule shall become effective January 1, 1955:

1. All claims or grievances arising on or after January 1, 1955 shall be handled as follows:

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within 60 days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the 60-day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 9 months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 9 months' period herein referred to.

2. With respect to all claims or grievances which arose or arise out of occurrences prior to the effective date of this rule, and which have not been filed by that date, such claims or grievances must be filed in writing within 60 days after the effective date of this rule in the manner provided for in paragraph (a) of Section 1 hereof, and shall be handled in accordance with the requirements of said paragraphs (a), (b) and (c) of Section 1 hereof. With respect to claims or grievances filed prior to the effective date of this rule the claims or grievances must be ruled on or appealed, as the case may be, within 60 days after the effective date of this rule and if not thereafter handled pursuant to paragraphs (b) and (c) of Section 1 of this rule the claims or grievances shall be barred or allowed as presented, as the case may be, except that in the case of all claims or grievances on which the highest designated officer of the Carrier has ruled prior to the effective date of this rule, a period of 12 months will be allowed after the effective date of this rule for an appeal to be taken to the appropriate board of adjustment as provided in paragraph (c) of Section 1 hereof before the claim or grievance is barred.

3. A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

4. This rule recognizes the right of representatives of the Organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

5. This agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within 9 months of the date of the decision of the highest designated officer of the Carrier.

6. This rule shall not apply to requests for leniency.

## ARTICLE VI—CARRIERS' PROPOSAL NO. 11

*Establish a rule or amend existing rules to provide that in the event of a strike or emergency affecting the operations or business of the Carrier, no advance notice shall be necessary to abolish positions or make force reductions.*

This proposal is disposed of by adoption of the following:

Rules, agreements or practices, however established, that require more than sixteen hours advance notice before abolishing positions or making force reductions are hereby modified so as not to require more than sixteen hours such advance notice under emergency conditions such as flood, snow storm, hurricane, earthquake, fire or strike, provided the Carrier's operations are suspended in whole or in part and provided further that because

of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed.

This rule shall become effective November 1, 1954, except on such Carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative or representatives on or before October 1, 1954.

ARTICLE VII—CARRIERS' PROPOSAL NO. 23

*Establish a rule or amend existing rules so as to permit the Carriers to require mechanics who are on duty, at points or on shifts where mechanics of all crafts are not on duty, to perform the work contained in the classification of work rules of a craft or class that does not at the time have a mechanic on duty.*

This proposal is disposed of by adoption of the following:

At points where there is not sufficient work to justify employing a mechanic of each craft the mechanic or mechanics employed at such points will, so far as they are capable of doing so, perform the work of any craft that it may be necessary to have performed.

This rule shall become effective November 1, 1954, except on such Carriers as may elect to preserve existing rules or practices and so notify the authorized em*ployee representative or representatives on or before Oc*tober 1, 1954.

ARTICLE VIII—CARRIERS' PROPOSAL NO. 24

*Establish a rule or amend existing rules to recognize the Carriers' rights to assign clerical duties to telegraph service employees and to assign communication duties to clerical employees.*

This proposal is disposed of with the understanding that present rules and practices are undisturbed.

ARTICLE IX

This agreement is subject to approval of the Courts with respect to Carriers in the hands of Receivers or Trustees.

ARTICLE X

The dispute involving employees represented by the Hotel and Restaurant Employees and Bartenders International Union is disposed of by a separate agreement dated August 21, 1954.

ARTICLE XI—EFFECT OF THIS AGREEMENT

This agreement is in settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about May 22, 1953 and the notices served by certain of the carriers on certain of the employees represented by the organizations listed in Exhibits A, B and C as hereinbefore referred to, and shall be construed as a separate agreement by and on behalf of each of said carriers and its said employees; and, except as provided in Article I—Vacations, shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT CHICAGO, ILLINOIS, THIS 21ST DAY OF AUGUST, 1954.

MEMORANDUM

The Health and Welfare proposal of the organizations parties hereto served upon the carriers on or about May 22, 1953, upon which recommendations were made by Emergency Board No. 106 in its report dated May 15, 1954, will be disposed of in conformity with the following principles:

1 (a) The committees will meet with representatives of the insurance companies for the purpose of agreeing upon all of the details essential to the making of a complete agreement and master contract. This includes an understanding with the insurance companies which will bind them to provide uniform benefits at uniform cost on all of the carriers parties to this agreement.

(b) The committees will jointly designate the insurance companies parties to the understanding reached under sub-section (a).

(c) The individual carriers will select one or more insurance companies from those referred to in subsections (a) and (b) hereof for the purpose of making effective the contract referred to in sub-section (a).

2 — There will be uniform benefits and uniform contributions.

3 — All employees subject to this agreement after having been employed a sufficient length of time to become eligible to participate in the Health and Welfare benefits, herein referred to, will be required by payroll deduction to contribute the amount stipulated in Paragraph 4 hereof.

4 — Each participating employee will contribute $3.40 a month and the carrier will match this contribution.

5 — Contributions collected from the employees and paid by the carrier will be remitted, to the insurance company or companies selected, in the manner provided in the master contract.

6 — The committees representing the parties will work out all details as may be necessary to provide a complete agreement.

7 — A committee representing the railroad companies and a committee representing the organizations parties hereto will meet with representatives of the insurance companies after the end of each actuarial year for the purpose of making financial adjustments of dividend accruals so as to assure the continuation of uniform benefits and uniform contributions.

8 — These principles do not apply on properties where hospital associations are in existence. On these properties the carrier will assume 50% of the hospital dues required to be paid by the employees who are represented by the organizations parties hereto not to exceed $3.40 per month per employee, subject to future review of prevailing conditions by representatives of the parties.

9 — As a matter entirely disassociated from any agreement that might be reached, the committees agree to discuss the comment of the Emergency Board appearing at Pages 44 and 45 of its report which reads:

"The above recommendations are not meant to suggest that arrangements would be inappropriate whereby in conjunction with the benefits proposed employees might purchase at their own expense similar types of benefits for their dependents and the Board feels that such arrangements would be desirable and appropriate."

10 — The committees referred to in Paragraph 6 shall be named by the parties immediately upon the execution of this memorandum.

The committees referred to in this memorandum will meet within ten days from the date of this agreement and proceed with the duties set forth herein.

Note: "Insurance companies" referred to herein-above may include Blue Cross, Blue Shield.

SIGNED AT CHICAGO, ILLINOIS, THIS 21ST DAY OF AUGUST, 1954.

a result of other conditions and haven't notified their local chairman, please do so at once.

Brother Moffett reported that Brother Joe Lewis had requested a leave of absence but was turned down by the carrier. His request will be forwarded to our general chairman for handling.

Brother Moffett read a communication from President Clark regarding the failure of many carriers to comply with the R. S. & I. Rules of the Signal Inspection Act. A discussion followed. Brother Moffett will write President Clark advising that some maintainers are unable to make some of their tests due to a lack of help.

We know of only one Brother on the sick list, that being Henry Darragh. It was reported that he may retire soon. We all wish Henry many years of pleasant retirement.

Brother Parker offered the thought of an annual retirement party for retiring members of Local 135. This party would cover all members on both the Cincinnati and Chicago divisions. No action was taken on this. Let your correspondent know what you think of this suggestion.

Secretary-Treasurer Parker reported on the first quarter receipts and expenses. The books were audited and the trustees reported that all funds were accounted for. Brother Parker reported that Local 135 had lost 19 members in the past three years. After looking over the expenses to see if they could be cut anymore than they have, the consensus of opinion was that we must give consideration at our next meeting to increasing our dues.

A copy of our Brotherhood's Constitution containing all amendments including those passed at our recent Convention, should have been received by each member. If you didn't receive yours, please let me know.

Members who attended the meeting were: L. E. Paxton; R. R. Behymer; H. H. Parker; S. J. Moffett; Reid Cox; Gerald Moore and M. F. Wills.

Our next meeting will be in Covington at 3:30 p.m. on Saturday, July 24. Let's have a big turnout — it's up to YOU. H. H. PARKER

**The deadline for all Journal copy is the 10th of the month preceding month of publication. All official matter and communications, to be printed, must be received by the editor on or before this date. All correspondence should be addressed to the Editor and Manager, E. L. Abbott, 2247 Lawrence Avenue, Chicago, Illinois 60625.**

# Obituary

**C. N. Hudson,** retired member of Local 82, Pennsylvania Railroad, passed away recently. He was 74.

Brother Hudson was maintainer at New Castle, Indiana at the time of his retirement January 1, 1957 after completing 30 years of service.

The officers and members of Local 82 extend deepest sympathy to the surviving members of his family. ED.

**Lars Larson,** retired member of Local 61, Chicago, Milwaukee, St. Paul, and Pacific Railroad, passed away recently. He was 77.

Brother Larson began his signaling career with the General Railway Signal Company in 1909. After spending 1½ years with GRS, he worked for Union Switch and Signal Company for 5 years, and the Burlington for three years. He then went to work for the Milwaukee Road and, at the time of his retirement December 31, 1953, had completed 35 years of service with that carrier. He was then signal maintainer at Minneapolis, Minnesota.

Brother Larson became a member of our Brotherhood in Chicago, Illinois in 1919.

The officers and members of Local 61 extend sincere sympathy to the surviving members of his family. ED.

**T. H. Wine,** member of Local 94, Baltimore & Ohio Railroad, was killed May 12 while working on a pole line at Mansfield. The pole broke and fell on Brother Wine. He was 37.

Brother Wine is survived by his widow and two children to whom the officers and members of Local 94 extend deepest sympathy. G. F. HAMMOND

**Joseph T. Steinmetz,** retired member of Local No. 102, P. R. R., passed away May 23, 1965. He was 69 years of age.

Brother Steinmetz retired in February, 1965. He entered the service of P.R.R. in August 1917 and worked on the former Trenton Division before the merger with the New York Division in the early 1930's. He held various positions and at the time of his retirement was a Maintainer at Trenton, N. J.

The Officers and members of Local 102 extend their deepest sympathy to surviving members of his family.

W. R. EDWARDS

**Gordon A. Rennie,** member of Local 94, Baltimore & Ohio Railroad, was stricken with a fatal heart attack at his home April 30, 1965. He was 60.

Brother Rennie began his railroad career in January, 1926 in the office of the signal supervisor at Akron, Ohio. He remained there until 1935 when he transferred to the water station department where he worked for 22 years. He returned to the Signal Department in 1958 and was maintainer at Sterling, Ohio at the time of his death.

Brother Rennie had been Local chairman on the Akron Division since 1960.

He is survived by his widow, one son, and two daughters, to whom the officers and members of Local 94 extend deepest sympathy.

G. F. HAMMOND

**M. Doyle,** retired member of Local 40, Chicago, Rock Island & Pacific Railroad, passed away May 28, 1965. He was 76.

Brother Doyle was signal maintainer at Blue Island, Illinois at the time of his retirement January, 1951, after completing 26 years of service. He was a long time and very faithful member of our Brotherhood.

The officers and members of Local 40 extend deepest sympathy to the surviving members of his family. ED.

**Virgil E. Farris,** retired member of Local 94, Baltimore & Ohio Railroad, passed away recently. He was 69.

Brother Farris was signal maintainer at Olney, Illinois at the time of his retirement October 1, 1960 after completing 35 years of service. He had served Local 94 as local chairman.

The officers and members of Local 94 extend deepest sympathy to his widow and other surviving members of his family. ED.


## CHANGE OF ADDRESS

**Each member of the B. of R.S. in good standing is entitled to receive a copy of THE SIGNALMAN'S JOURNAL each month. If you change your address, or are not receiving the magazine regularly, fill in this coupon and mail to:**

**The Signalman's Journal**
**2247 Lawrence Ave.**
**Chicago, Illinois 60625**

**Name** _____

**Lodge No.** _____ **Cert. No.** _____

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**City** _____ **State** _____ **Zip Code** _____

of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed.

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Note: "Insurance companies" referred to herein-above may include Blue Cross, Blue Shield.

SIGNED AT CHICAGO, ILLINOIS, THIS 21ST DAY OF AUGUST, 1954.

# SHANTY BANTER

### THE PANTS JIVE

She: "I simply adore that new dance step of yours. Where did you learn it?"

He: "New step? Don't be ridiculous. My suspenders broke. I'm trying not to lose my pants."

**Membership should not honor its recipient but enhance the standing of the institution with which the recipient affiliates.**

### DON'T LOOK BACK

The Sunday School teacher was describing how Lot's wife looked back and turned into a pillar of salt, when little Timmy interrupted. "My mother looked back once while she was driving," he announced triumphantly, "and she turned into a telephone pole!"

**An ounce of prevention may be worth your life.**

### NO RAINS CAME

An Indian was persuaded to attend a lecture on rain-making. When it was all over, someone asked him what he thought of it.

"Huh!" he grunted, "big wind. Lotta words. No rain."

**The best angle from which to approach a problem is the try-angle.**

### WEATHER-WISE

Said the weather man on the phone: "Yes, ma'am, my corns hurt too, but like I said, it will be fair and warmer."

**Faithfulness to a few things render us master over many.**

### MOP-TOP STYLE

Another reason the modern girl makes her hair look like the end of a mop is because she doesn't know what a mop looks like.

**A big man is not one who makes no mistakes, but one who is bigger than any mistakes he makes. He acknowledges them.**

### TWO FOR A BARGAIN

"How much are these little cakes?" asked a customer.

"Two for a quarter," the baker said.

"I'll take one."

"That will be 15 cents."

The customer paid and left.

A boy had overheard the transaction and came up to the counter. "Here's a dime," he said. "Give me the other one."

**To err is human, but when the eraser is used up before the pencil, something's wrong.**

### ON PRIME TIME

"Flash!" shouted the announcer. "We have just received a news bulletin of the latest catastrophe that will probably touch every human being on earth. But first . . . this word from our sponsor."

**"This one is union made, and even comes equipped with an eligible young union man."**

### OUT OF TUNE

Mr. Yoste's wife wanted a piano. So he bought a piano, an expensive piano—on time, of course.

Mrs. Yoste decided to have it placed upstairs, near her bedroom.

The piano was delivered, hauled upstairs, and the payments began —and continued month after expensive month.

And then Mrs. Yoste decided that the piano would look better in the living room downstairs. But it would be expensive to move.

So Mr. Yoste stopped making payments on the piano. After two months of non-payment, the movers arrived to take the instrument back to the store. When the huge piano was downstairs, Mr. Yoste stopped the movers and wrote out a check for his payments.

**Those who say that money can buy anything have little money of their own.**

### WHAT'S THE USE?

A pessimist has defined ambition as working your head off at a job you don't enjoy, in a place you don't like, trying to save money you can't keep, in order to spend your declining years in idle boredom that you can't stand at some place you won't like any better.

**He who would succeed tries more than once.**

### CHEEP CHEEP

Little boy: "I'll take a box of this bird seed."

Clerk: "How many birds you got, Sonny?"

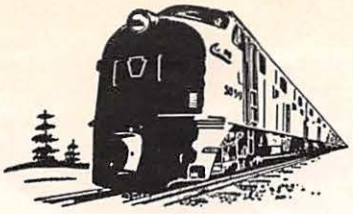
Little boy: "None yet. I'm going to plant these seeds and grow some."

**Politics is that branch of science that enables one to get contributions from the rich and votes from the poor on the promise that both will be protected from the other.**

### FOR CONVENIENCE

A New England newspaper recently published this announcement: In case you find mistakes in this paper, please consider they were put there for a purpose. We publish something for everyone, and some folks are always looking for mistakes.

# Railroad NEWS IN BRIEF



THE ATLANTIC COAST Line Railroad Company is scheduled to receive 10 sets of intermittent inductive train control equipment for General Electric locomotives from General Railway Signal Company, a unit of General Signal Corp. It has been reported that an additional 14 sets of the equipment is also on order.

NEW YORK CENTRAL SYStem has ordered four Wheel Thermo-Scanner Units from General Railway Signal Company, a unit of General Signal Corporation. The units will be used to check journal temperatures at Mungen, Ohio; Peoria, Ohio; Erie, Pennsylvania, and Chelsea, Michigan.

THE NATIONAL CAPITOL Commission of Ottawa, Canada, ordered traffic control equipment from the General Railway Signal Company, a unit of General Signal Corporation.

A GRS Traffic Master console at the new Ottawa passenger depot will provide terminal control for both the Canadian National and Canadian Pacific railways. It will also add to existing control in the surrounding area and on the Beachburg subdivision. Type J and Type K2 code control systems will be used.

THE CHICAGO AND EASTern Illinois Railroad Company is being supplied 8 sets of intermittent inductive train control equipment for EMD locomotives by the General Railway Signal Co., a unit of General Signal Corp.

THE NEW YORK CENTRAL System has ordered 55 sets of approach overlay shunt track circuit equipment, and eight sets of series overlay track circuit equipment from General Railway Signal Company, a unit of General Signal Corporation. This equipment will be used to provide electronic control of highway crossing protection and of switch locking in continuous welded rail areas.

THE NORTHEAST FRONtier Railway of India has ordered a Type K2 traffic control system from GRS International, with equipment to be supplied by General Railway Signal Company. The system will control traffic on 82 miles of single track between Bongaigon and Changsari.

Control will be from a Traffic Master console at Bongaigon. An auxiliary control machine will be installed at each of the 18 stations.

THE CHICAGO AND WESTern Indiana has ordered equipment from the General Railway Signal Company, a unit of General Signal Corporation, to expand and modify interlocking control at the mainline Torrence Avenue lift bridge in Chicago.

THE ALGOMA CENTRAL and Hudson Bay Railway Company has ordered a complete highway crossing protection system from General Railway Signal Company, a unit of General Signal Corporation.

THE PENNSYLVANIA RAILroad Company has ordered 64 sets of approach overlay track circuit equipment, and eight sets of series overlay track circuit equipment from the General Railway Signal Company, a unit of General Signal Corporation.

Approach overlay track circuits provide, without the necessity of insulating joints, track circuit control of highway crossing protection signals. Series overlay track circuits provide, without the necessity of insulated joints, an effective means of controlling electric switch locks, the manufacturer explained.

THE BOSTON & MAINE Railroad has ordered a Type E retarder from General Railway Signal Corporation. The retarder, 77 feet in length, will be used at Mechanicville, New York.

THE SPOKANE, PORTLAND and Seattle Railway System has ordered Absolute Permissive Block signaling materials from the General Railway Signal Company, a unit of General Signal Corporattion.

The equipment will provide either-direction train operation on SP&S trackage being relocated for the Pine Dam construction project. The track relocation, along the Columbia River, is approximately 150 miles east of Portland.


**WANTED**
**SIGNALMEN**
**For Work on the Santa Fe Railway in California**

**Extensive Highway Crossing Protection Program**

**Applicants must be qualified by practical experience in all classes of Signal work**

Give Age and Experience in reply to:

The Signalman's Journal — Box X
2247 Lawrence Avenue
Chicago, Illinois 60625

GREAT NORTHERN RAILway has placed an order with General Railway Signal Company, a unit of General Signal Corporation, for electronic overlay track circuits of the series type, such as used to control electric switch locks.

The material will be used for Centralized Traffic Control installations on GN's Cascade division in Washington.

THE NORFOLK & WESTERN plans to install a ctc system on its 108 mile line between Columbus and Sundusky, Ohio, this year at a cost of more the $2 million.

THE PENNSYLVANIA RAILroad and the SOUTHERN RAILROAD COMPANY have each ordered one set of Train Multiple Unit-er (TMU) equipment from the General Railway Signal Company, a unit of General Signal Corporation.

TMU is a locomotive-mounted, computer-electronic package. It automatically controls mid-train locomotives, yet requires no communication with the lead locomotive or the wayside.

The equipment senses coupler tension and compression to maintain constant ratio between coupler-horsepower and train tonnage over any terrain.

## Percy W. Smith Retires as President of GRS

Percy W. Smith, president of General Signal Corporation and president of its principal operating unit, General Railway Signal Company, retired from both positions recently.

Smith

He will continue as a director of General Signal Corporation and will also serve the corporation as a management consultant. His offices will be in Rochester, N.Y.

A veteran of 41 years of service with General Railway Signal Company, Smith started his GRS career in 1923 in the engineering department, then under direction of the late W. K. Howe.

In 1937, he was appointed sales engineer for the New York City office. Seven years later, he was appointed resident manager, in charge of the New York City office. In 1948, he became eastern manager, and was later named vice-president in charge of sales for the Eastern U.S. and Canada.

Smith returned to Rochester, in 1953, as vice-president, U.S. and Canadian sales. In April 1958, he was elected executive vice-president of General Railway Signal Company. In November of the same year, he was elected president.

In 1963, in order to reflect a widening scope of activities and acquisitions, the corporate name was changed to General Signal Corporation, with General Railway Signal Company becoming an operating unit. Smith was elected as the first president of General Signal Corporation.

Commenting on the railroad's prospects in the American business scene, Smith said, "Our American railroads were certainly one of the more important factors in the development of this country. The future for the railroads, for mass transportation, and for the railroad supply industry in general—is an exciting and challenging future, with great possibilities for growth.

## General Railway Sig. Names John K. Records President

John K. Records, a 43-year-old electronics executive with wide experience in "space age" technology, has been elected president of General Railway Signal Company, Rochester, N.Y., a unit of General Signal Corporation.

Records joined GRS as assistant to the president, after many years in top management positions with General Electric Company.

Records comes to his new job with many notable achievements.

During World War II, he served in the U.S. Army, first at the Aircraft Radio Laboratory at Wright Field, Ohio, and later with various Signal Service Companies in Europe.

In 1950, Records joined GE and compiled an impressive background as a project engineer on the L-Band Klystron transmitter and as supervisor of the radar design unit, where he was responsible for the design and production of long-range search and height-finding radars. He also was supervisor of the Microwave and Multiplex Systems unit of the Laboratories Department.

In 1957, he was named manager of Engineering Operations for the Missile Guidance Section of General Electric's Heavy Military Electronics Department. He was responsible for the design, development, and testing of the Atlas radio-command guidance system. One thousand of the 1,200 persons in the section were scientific and engineering personnel.

Records is well known in professional circles. He is a member of the American Institute of Aeronautics and Astronautics, Institute of Electrical & Electronic Engineers, Armed Forces Communications & Electronics Association, and the Scientific Research Society of America.

## RACO Announces Personnel Changes

Harry A. Scott, president of Railroad Accessories Corporation, Cresskill, New Jersey has just announced the recent appointment of Frank Youngwerth to the position of Assistant to the President effective May 1, 1965.

Henry A. Maynard has joined the Sales and Service staff of the RACO Group.

Prior to his appointment at Railroad Accessories Corporation, Frank Youngwerth had served the Erie-Lackawanna Railroad as Chief Signal Engineer. He has also served the Association of American Railroads as Chairman of its Signal and Communications Section and been a member of its Committee on Train Operation, Control and Signals and acted as Chairman of the Signal Code Unit.

Youngwerth succeeds Paul Martin who previously held this position since 1962 and was recently promoted to General Manager of the Cresskill Division.

Mr. Maynard, formerly Signal Engineer of the Baltimore and Ohio Railroad at Cincinnati, Ohio, will be the Sales and Service Representative for Railroad Accessories Corporation and its Griswold Signal Company and Transport Products Company Divisions.

Railroad Accessories Corporation and its Griswold Signal and Transport Products Divisions will be represented in Canada by Mount Royal Transportation Equipment (1961) Ltd., Montreal, Quebec, Canada—Mr. Harvey Vale, Vice President.

## EDISON Announces Personnel Change

The Primary Battery Division, Thomas A. Edison Industries of McGraw-Edison Company announces the promotion of Raymond L. Thomas to the position of assistant district manager. Mr. Thomas was formerly field engineer for the company at Decatur, Georgia where he will continue to maintain his headquarters.

Mr. Thomas was born in Savannah, Georgia on March 27, 1926. He received his early education in Knoxville, Tennessee and graduated from the Bearden High School there. He served with the U.S. Air Force from 1943 to 1946 and, following this tour of duty, joined the Louisville and Nashville Railroad as a signal helper. In 1947 he accepted a position as signalman for the Southern Railway and served in that capacity until 1957, except for the period 1950-51 when he again served with the U.S. Air Force. He joined the Edison Company in June 1957 as a service engineer for the Primary Battery Division. In September 1960 he was appointed field engineer, a position which he has held until his present advancement.

## GRS Exec. V.P. Named to Railway Progress Institute Board of Governors

John W. Porter, executive vice president of General Railway Signal Company, a unit of General Signal Corporation, has been appointed to the board of governors of the Railway Progress Institute.

Porter

Porter, who recently was named president of GRS International, served three years as chairman of the Railway Progress Institute's Committee on Foreign Trade. The RPI is the national organization of the railway equipment and supply industry.

He was chairman of the Railway Signaling & Communication Suppliers Association in 1963, and is also active in the American Railroads, Pan-American Society, and the Spanish-U.S. Chamber of Commerce.

## Union Carbide Announces Appointments to Carbon Prod. Div.

Noel P. Lindsay has been named central division manager in the electrical and mechanical products marketing organization of Union Carbide Corporation's Carbon Products Division.

M. W. Westland has been named product manager for brush, battery, and mechanical products in the marketing organization of Union Carbide Corporation's Carbon Products Division.

In his new position, Mr. Lindsay will be headquartered in Chicago, and will have regional responsibility for the marketing of such products as industrial, railroad, and fractional horsepower brushes; signaling, switchlamp, and aids-to-navigation batteries; spectroscopic electrodes and powders; seal rings and bearings; and other electrical and mechanical applications of the division's products.

Mr. Lindsay was graduated from the University of Florida in 1955 with a B.S. degree in electrical engineering. He joined the Carbon Products Division's marketing organization as a trainee in 1962 and has had sales experience in both New York and Chicago.

In his new position, Mr. Westland will have product and application responsibility for such products as industrial, railroad, and fractional horsepower brushes; signaling, switchlamp, and aids-to-navigation batteries; and seal rings and bearings. He succeeds R. D. Kennedy, who is now electrode and metallurgical product marketing manager.

Mr. Westland was graduated from Washington State College with a B.S. degree in electrical engineering in 1948. He joined Union Carbide's Carbon Products Division as a sales trainee in 1958. After electrode products sales assignments in New York and Chicago, he was named electrical and mechanical products central division manager in March, 1963, from which position he comes to his new assignment.

## US&S Appoints Davis V.P. & Gen. Sales Mgr.

Mr. L. J. Davis, Jr., has been appointed Vice President-General Sales Manager, of the Union Switch & Signal Division, Westinghouse Air Brake Company (WABCO). He will report directly to the Vice President-Marketing and will be responsible for sales and service to railroad, rapid transit, and general industry markets. Mr. Davis is filling a position left vacant by the recent death of Mr. C. W. Henricks.

Davis

Mr. Davis joined WABCO's Union Switch & Signal Division in October 1945. After completing several assignments in engineering, he was transferred to the New York District Office as Sales Engineer. In 1958, he was appointed Assistant Manager, New York District.

In 1962, he returned to Pittsburgh where he held a series of key marketing management assignments leading to his present appointment as Vice President-General Sales Manager.

## WABCO Appoints Ramsdell Vice Pres.—Marketing

Mr. C. B. Ramsdell has been appointed Vice President-Marketing at Union Switch & Signal Division of Westinghouse Air Brake Company (WABCO). He will be responsible for all aspects of marketing organization and operation within the Division.

Ramsdell

Mr. Ramsdell joined WABCO in March 1965, as Manager—Mass Transit Operation with responsibility for directing the design, sale and delivery of systems and sub-systems for the expanding market in Mass Transit.

Prior to joining WABCO, Mr. Ramsdell held senior management posts in marketing, manufacturing, and general management. Product responsibilities included capital goods serving railroad and general industry markets.

# YOUR WASHINGTON Reporter

**Eugene C. Zack**

PARTLY BECAUSE OF PRESIdent Johnson's strong leadership, and partly because of the results of last year's elections to the Senate and House, legislation proposed by the Administration has made extraordinarily good progress in the present session of Congress.

Among the bills already passed by both chambers was one to help create new jobs and economic improvement in Appalachia—the depressed 11-state mountain region in which unemployment and hopelessness have long been rife.

The House, which for many years refused to approve any bill to provide general aid to elementary and high schools, at last has passed a modified Federal assistance measure proposed by Johnson. Early Senate action on it was expected when this report was written.

The House Ways and Means Committee, which in past years bottled up all "Medicare" bills, approved one which would go even further than the Administration asked in providing hospital, nursing home, medical and other care for the aged. Prospects for final passage of a Medicare bill were bright at this writing.

Senate and House committees were holding hearings on a bill to protect the rights of southern Negroes to register and vote, and this measure, too, was being pushed toward rapid enactment.

A bill to expand and improve the Manpower Development and Training Act passed the Senate and was progressing through the House. The same was true of a measure to strengthen control of water pollution.

Much other legislation has been urged by the President in various messages outlining to Congress his ideas to make America a "Great Society." Now that these messages have charted the path, the legislative wheels were expected to turn still more rapidly.

The AFL-CIO is pushing for repeal of the Taft-Hartley Act's Section 14b, which permits states to pass laws weakening organized labor by banning union shops. President Johnson has publicly backed such repeal and promised to press repeal legislation at an appropriate time.

### FPC Helps Consumer

The Federal Power Commission has five members. During the Eisenhower Administration, they permitted the oil-gas magnates to boost natural gas prices almost any time they felt like it. This cost consumers hundreds of millions of dollars.

As a result of new appointments by President Kennedy, the FPC members split 3 to 2. The three-man majority virtually stopped the gas price boosts, and forced the producers to give gas distributing companies large refunds, millions of dollars of which were passed along to consumers.

The two-man minority consistently sided against the consumers and for the gas magnates. Then one of these two died, and the term of one of the three-man majority, Charles R. Ross, ran out. However, he continued to serve on the commission for months while observers wondered whether President Johnson would reappoint him to a new term.

Now Johnson has reappointed Ross, and has appointed a new member, Carl E. Bagge, an attorney for the Santa Fe Railway, to fill the vacancy. Bagge's background indicates he will be on the gas companies' side. However, the FPC remains with three members for the consumers and two against.

The term of the commission's chairman Joseph Swidler, who has been for the consumers, expires next June 22. By picking a new member to replace Swidler, Johnson will determine which side is favored by a three-man majority of the commissioners.

### Corp. Mergers Affect Economy

"For too long we have kept our heads in the sand and refused to recognize that our economy is becoming increasingly concentrated."

That was said by Senator Philip A. Hart (Dem., Mich.), chairman of the Senate Anti-Trust Subcommittee, when he opened a new series of hearings on corporation mergers.

First witness was Willard F. Mueller, director of the Bureau of Economics of the Federal Trade Commission. He testified that:

"Between 1950 and 1962, the share of manufacturing assets held by the 200 largest corporations increased from 46.7 per cent to 54.6 per cent. The share of the 100 largest corporations grew from 38.6 per cent to 45 per cent."

Explaining how the biggest corporations are gobbling up the smaller manufacturers, Mueller pointed out that, since 1950, the 200 largest manufacturing concerns have acquired, through mergers, 2,000 companies with combined assets of $17.5 billion. This brought to $165 billion the total assets of the 200 largest.

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## GRS Announces Appointments

The appointment of William R. "Pete" Goodwin as chief engineer —applications engineering department at General Railway Signal Company, a unit of General Signal Corporation, is announced by S. W. Freeman, vice president—engineering and research.

Appointment of Clarence W. Compher as a sales representative, working out of its western office in Chicago, is announced by L. T. Freed, vice president-sales, General Railway Signal Company, a unit of General Signal Corporation.

In his new position, Goodwin will administer and coordinate the technical activites of the applications engineering department. He will report directly to the vice president—engineering and research.

Goodwin has been a sales representative in the GRS Chicago office since 1957. He joined the Company as an applications engineeer in 1956.

Prior to joining GRS, Goodwin held various signaling positions with the New York Central System (1941-1953), and was the assistant signal engineer of the Terminal Railroad Association of St. Louis.

# LOCAL LODGE NEWS

By, for and about B. of R. S. members

## Atlantic Coast Line

SAVANNAH, GA. (84). Our regular meeting held March 13 at Manchester, Georgia was conducted by Chief Signalman Wellons assisted by Brothers R. M. Chancey and W. T. Huhn.

The applications of William R. Russell, Willie A. Lowe and Jerry A. Lane were approved and they were accepted as members of our Local. W. H. Kelly, James E. Copeland and John H. Smith were given the Obligation.

There were some very interesting discussions on all phases of signal work. Brother Zettler was asked several questions concerning the new Job Protection Agreement. He stated that this information was in the March issue of *The Signalman's Journal*. Brother Abbott is doing a fine job in getting all the different information in the *Journal*. We should all keep informed on the Railroad Retirement and Unemployment Benefit System, in doing this we will have a better understanding as to what we are entitled to.

Let's all remember our Brother members who are off because of illness or injury. They are: T. W. Maulden, I. E. Stevens, J. R. Cleland, Roy Miller and L. L. Gowen.

A great feeling of cooperation has been apparent in recent meetings. So far this year we have not had less than fifteen members present at the meetings. Let's try hard to keep up this record. A. T. CROOM

## Missouri Pacific

SEDALIA, MO. (72). Our regular meeting was held at the VFW hall in Chester, Ill. on May 8. The meeting was called to order by Chief Signalman C. W. Fleming. The meeting was opened with prayer by Brother V. E. Hansbrough. Brother W. R. Lunsford was appointed to serve as semaphore.

Minutes of the Little Rock, Ark. and Kansas City, Mo. were read and approved.

Mr. Victor Buchanan was accepted as a new member of our Brotherhood.

There were a few grievances reported and they were fully discussed and it is hoped that the men were put on the right track in solving them.

It was reported that Brother John Coshow had returned to work. Brother Jack Landes had been released from the hospital. Brother C. E. Vincent has been told that because of his health he will not be able to return to work.

General Chairman F. E. Bush discussed some of the claims being processed by his office. There was a general discussion on the maintenance and representation of that part of the Midland Valley Railroad that the Mo. Pac. R. R. has taken over. Also the maintenance of the crossing protection on the Missouri, Illinois R. R.

There were 8 members and three officers present. G. W. HOLMES

## Southern Pacific

SAN LEANDRO, CALIF. (92). A banquet was held recently at Spenger's Fish Grotto in Berkeley, California to honor Brother William H. "Bill" Quinn on his recent retirement. Bill retired as division signal inspector, Western Division, after 40 years of active and accident free service.

There were 80 guests present to enjoy the delicious dinner of prime rib or swordfish steak.

Brother Ray Hansen, retired member of the Local, served as master of ceremonies and did an excellent job. Division Engineer Jas. Lynch gave a brief talk and presented Bill with an engraved plaque in recognition of the years of injury free service.

William H. "Bill" Quinn.

Brotherhood Vice President B. H. Steuerwald, General Chairman R. T. Bates, Local Chairman Al Dickey and several members of the Local commented on Bill's service and devotion to our Organization.

It was pointed out that Bill came to the S.P. as a signalman from the Aurora Division of the Burlington on November 4, 1924. He was active in Brotherhood work and served as Local Chairman, General Chairman, Chairman of the Grand Board of Trustees, and Local Secretary-Treasurer.

Signal Supervisor W. J. Jenne also lauded Brother Quinn for his accomplishments.

Brother Quinn was called upon and in his concluding remarks expressed his appreciation for this expression of friendship and Brotherhood. Bill said that he has no immediate plans and will visit around a bit. He planned to leave June 1 to visit brothers and sisters. ED.

## Baltimore & Ohio

DAYTON, OHIO (94). Local Chairman W. A. Lindsey recently held a special meeting of the St. Louis West Division of our Local at Flora, Ill. General Chairman H. C. Guscott was in attendance. The purpose of the meeting was to discuss and explain the provisions of the November 20, 1964 and February 7, 1965 agreements. A question which seemed to be of prime importance was the meaning of "seasonal" workers as applied to Signal Department personnel.

So far as this agreement is concerned, it is the Organization's position that we do not have seasonal workers, therefore, the provisions of Article I Section 2 stating that such workers in future years will be offered work at least equivalent to what they performed in 1964, is not applicable to Signal Department employes.

Some apprehension was expressed regarding the transfer of employes across seniority district limits. In the event such transfer is made under the February 7 agreement, notification must be given by management to the General Chairman and an implementing agreement will have to be worked out so as

to provide protective conditions for the employes who may be required to be transferred.

Fifteen members, representing about 75 percent of the membership on this seniority district, were present.

Foreman W. A. Lindsey's gang is at O'Fallon, Illinois engaged in installing crossing protection.

C. J. Castor has been assigned to one of the independent maintainers positions at Flora, Illinois.

S. R. Lowery, from the East End of the St. Louis Division, is working a signalman's position in Lindsey's gang.

W. K. "Bill" Hopton, former member of our Local and recently of the Cincinnati Union Terminal, retired to his "Old Kentucky Home" during November 1964. We wish him a long and happy retirement.

We have just learned that the wife of Local Chairman J. A. Cobel passed away at Reynoldsburg, Ohio early in the year. The officers and members extend sincere sympathy.

Local Chairman G. A. Rennie passed away April 30. Brother E. F. Fox, 130 Wadsworth St., Cuyahoga Falls, Ohio has been appointed to fill the vacancy on the Akron Division.

Our quarterly meeting was held at Deshler, Ohio. Twenty-five members were in attendance. Brother L. M. Burgher, Dayton Union Railroad, has returned to duty after being on sick leave since October. G. F. HAMMOND

## B&O - SIRT - WM

CONNELLSVILLE, PA. (31). Local Chairman J. W. Briggs held a meeting at Washington, Pa. on April 12. General Chairman H. C. Guscott attended and actively entered the discussion of items of general interest to our membership including the November 20, 1964 and the February 7, 1965 Agreements.

The Agreement of February 7, 1965 was thoroughly explained by the General Chairman and it appears that numerous questions under that agreement will end up by being decided by

Calvin Durner, local chairman, Baltimore Div.

A. E. Popp, maintainer, Baltimore, Md.

the Disputes Committee as provided for in that Agreement.

Signal Foreman J. R. McDonald is in Liberty Hospital, Pittsburgh, Pa., recovering from a bout with malaria incurred as the result of his Military Service in the tropics.

The Gang completed the installation of Centralized Traffic Control at Benwood, W. Va. and the interlocking at Bellaire, Ohio and was laid off during April.

Baltimore East: Clifton Russell, Mtr. Newark, Delaware, retired during April. We wish for him a long and happy retirement.

Members who feel that they are not being properly compensated under Article IV of the February 7 Agreement should advise their Local Chairman at once giving details of their case.

The Army Corps of Engineers have recommended that a canal be built with public funds from a point near Fairport, Ohio on Lake Erie to a point near Rochester, Pa. on the Ohio River. Contact your congressman and senator in opposition to this waterway to be built at taxpayers' expense.

According to recent reports gauge plates on interlocking, spring or power switches are to be installed and maintained by signal department employes.

All members are urged to retain their March 1965 copy of *The Signalman's Journal* as it contains the February 7, 1965 Agreement on job protection.

Local Chairman R. E. Maust of the Cumberland Signal Shop has returned to duty after a long illness. C. D. Hyatt of the same location has been off duty due to illness since October 1964.

Brother G. C. Morrision of the Baltimore East End has been dropped from the roster due to his failure to file his name with the Local Chairman and signal supervisor as provided in Rule 32.

General Chairman H. C. Guscott was notified that the B&O desires to abandon the railroad between Huntington and Reneva, W. Va. and also to coordinate certain B&O-C&O facilities in Huntington.

Vice President C. K. Fields and General Chairman H. C. Guscott met with the managements of the B&O-C&O in Huntington for the purpose of reaching an agreement on protective conditions for the employes affected by this notice, however, at the date of this writing information regarding the results of this meeting was not available.

Buffalo Division: A meeting was held by Local Chairman P. A. Herzing at Mt. Jewett, Pa., recently. General Chairman H. C. Guscott attended and explained that the $2,000 life insurance for retired employes would be applicable only if such retired employes were entitled to an annuity under the Railroad Retirement System. The Travelers Insurance Co. is in the process of furnishing certificates to eligible retired employes.

Numerous matters of general interest were discussed and it appears that about 80 percent of our membership are protected employes under the February 7, 1965 Agreement.

Local Chairmen are empowered to hold membership meetings on their seniority districts whenever they desire or are requested by the membership. If the presence of the General Chairman or other members of the General Committee or local lodge officer is desired, arrangements should be made with the individual involved. D. LEONARD

## Baltimore & Ohio

SEYMOUR, INDIANA (94). A special meeting of our Local's East St. Louis Division was held at 7:00 P.M. April 22, at North Vernon, Indiana.

We had a fine percentage turnout with fifteen out of seventeen division members attending the meeting.

Our General Chairman, Brother H. C. Guscott, was on hand and gave a talk on our new job stabilization agreement, after which he answered questions on various other subjects.

Our membership wishes to thank Brother Guscott for the extra effort put forth in attending these special meetings. D. J. HAMMOND

J. M. Wheatley, maintainer, Flora, Ill.

W. A. Nenn

Orin Due

Paul Konrath

Paul Hoffman

Ray Zietler

Fred Grames

# *C. & N. W. Local 9 Holds Annual Celebration for Retired Members*

John Brintnall

Retired members of Local 9 were honored recently at an all day affair and luncheon attended by 51 persons including members, their wives, and visitors. Members, in a festive spirit, began to arrive at the Labor Hall in Fond du Lac, Wisconsin about 10:30 a.m. and the party atmosphere prevailed well into the evening.

Seven retired members, shown in accompanying photos, were present for the affair. Combined, their years of service totaled 288 years with the Chicago & North Western Railroad, and their years of membership in our Local totaled 278.

Many of the retired members are active and participate regularly in social functions of the Lodge. Brothers John Gerke and S. Lampe are the only surviving Charter Members of our Local.

A buffet luncheon of ample proportion served about 1 p.m. was followed by a brief but spirited question and answer session on Travelers' Insurance Coverage. Mr. and Mrs. John W. Muth and Mrs. G. Minette representing Travelers were present to answer questions and discussed benefits available under the Travelers Group plan for railroad employes.

Group life insurance under Travelers was also discussed, especially the new $2,000 insurance coverage for retired members.

Mr. Muth, in commenting on a question directed by a member, explained that if the employment relationship is terminated other than for retirement, insurance ceases on the date the employment relationship terminates. If one is placed on leave of absence, or retires, the employe health insurance continues through the month following the month in which the employe last rendered compensated service as a qualifying employe.

The Major Medical Expense Benefits, Mr. Muth explained, appear to be the most misunderstood benefits available under the plan. He pointed out that in addition to the benefits under other provisions of the Plan, if an eligible employe incurs expense as a result of bodily injury or sickness, the insurance company will pay benefits equal to 75 percent of the amount by which the total "covered expense" incurred in a calendar year exceeds the sum of $100, which the employe must pay.

**There were 51 persons present for Local 9's annual Retirement Party on May 24. They were shown seated for lunch in the Labor Hall at Fond du Lac, Wisconsin.**

Major Medical Benefits in the employe's entire lifetime shall not exceed $5,000 for all benefits except benefits payable as a result of on-duty injuries and shall not exceed $5,000 for benefits payable as a result of on-duty injuries, Mr. Muth explained.

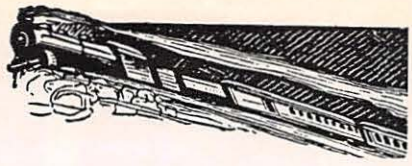
In response to a question Muth added that contracturally there is a one year time limit on claims, however, Travelers has been very lenient in this respect and has honored supported claims far beyond the contractural limit.

Grand Lodge Representative W. W. Altus and E. L. Abbott, editor and manager of *The Signalman's Journal* were also present for the occasion.

Following a brief intermission for refreshments during the afternoon, members gathered for a brief meeting. Brother Altus, representing President Jesse Clark, addressed the group. He explained that President Clark has asked him to discuss claims and grievances which cannot be settled on the property.

The proportion of claims falling into this category, Altus pointed out, "is constantly increasing as management seems to think, with apparent good cause, that the atmosphere at the National Railroad Adjustment Board is favorable to their position.

"When your General Chairman has completed handling with the highest Officer of the Carrier designated to handle claims, he forwards your claims



to our Vice President assigned to your area. The Vice President then reviews the file, adding his own comments as to its merits, the Agreement rules involved, and the facts, and forwards it to President Clark at Grand Lodge.

"Section 39 of Article I of our Constitution establishes a Committee whose duty it is to review and screen all claims and grievances submitted to the President's office 'and decide whether they have merit or should be given further handling in the interest of the Brotherhood.' Your Committee, at present, consists of three members.

"Your claims and grievances are, in line with the Constitution, reviewed by your Committee; some are rejected for various reasons and others accepted for further handling.

"Those claims upon which your reviewing Committee passes are prepared for submission to the Adjustment Board by Vice President Drummond, Grand Lodge Representative M. B. Frye, and W. D. Best, and let me say here that no Organization presenting claims to the Third Division of the Adjustment Board has the benefit of more ably prepared cases. These Brothers are extremely conscientious and completely dedicated to their work for our Brotherhood. Many hours of research, study and preparation go into each and every claim submitted to the Adjustment Board on your behalf, and, in those cases where the Carrier requests that the parties involved appear before the Referee, your cases are forcefully presented.

"Grand Lodge Officers and General Chairman are constantly working to improve and police our agreements both on the individual properties and on the National level.

"These and other things are being handled; now, what else can be done? I think that the single most important thing would be for each Member of our Brotherhood to do whatever he can to assist our Local and General Chairmen in their work. Your Brotherhood representatives can help only those who are willing to help themselves," Altus concluded.

The committee responsible for the success of our retirement party consisted of Brothers A. E. Nenn, J. A. Meyer, and R. B. Le Baron. To these men we express our sincere appreciation for a job well done. While the weather was cold and gloomy outside, the friendly and warm atmosphere of true Brotherhood and unity prevailed within and the party can rightfully be called a hue success. A. E. NENN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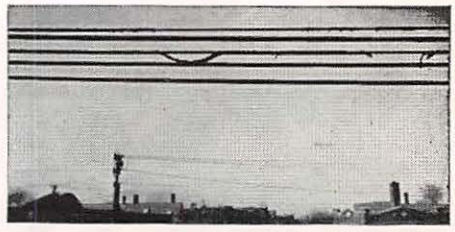

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## Ft. Worth & Denver

VERNON, TEXAS (133). Prior to our regular meeting held in the Marchman Hotel at Wichita Falls, Texas on April 25, members gathered to honor Brother J. F. Warren who retired recently.

Brother Warren had worked for the FW&D for 35 years and has been a member of our Brotherhood for the past 35 years also. He has served our Local well as Chief Signalman and was Local Chairman when our Local was chartered. He was also serving as local chairman when our present working agreement was signed in 1946.

General Chairman J. D. Richards was on hand to add his comments to those who lauded Brother Warren's accomplishments throughout the years. Brother Richards pointed to the concentration of effort of our older members to gain those working conditions we enjoy today.

Local Chairman Camp represented Brother Warren with a gift and his honorary membership card.

Our regular meeting was held following the party with the following members present: G. W. Camp, C. B. Norris, F. W. Barton, G. D. Miller, C. W. Oatery, J. D. Prince, A. E. Prince, B. N. Davis, and General Chairman J. D. Richards. B. DAVIS

## Wabash

DECATUR, ILL. (55). Our regular meeting held at Montpelier, Ohio on May 2 was attended by 14 members including retired Brother Carl Davis.

Plans for our annual picnic were discussed and it was agreed that it should be held in the vicinity of New Haven, Indiana on either the 21st or 28th of August. The place and exact date will be firmed up in subsequent planning sessions.

It appears that there will be quite a bit of work for our craft in the immediate future and for a long time to come, according to reliable reports. This includes the CTC job from Logansport to New Haven, Indiana.

In view of demands on our construction forces we are hopeful of gaining some improved conditions for them in the near future.

With the gangs: V. G. Shonkwiler's gang is at Maumee, Ohio; P. E. Dawson's gang is at New Haven, Indiana; and J. E. Lawrence's gang is at Williamsport, Indiana.

With the testmen: F. G. Bartley is at Champaign, Illinois; Joe Sharp is on the Montpelier, Ohio district; H. E. Martin is on the Peru, Indiana district; J. E. Bartley is working west out of Moberly, Mo.; and R. E. Pettus is working between Moberly, Mo. and St. Louis, Mo.

With the sick or injured: Julius Gill is still off work due to an injury; Ray Tuley, and F. A. Mackay are off duty due to illness. Ivan Herriott has been off duty due to eye surgery. We wish these brothers a speedy recovery and hope to see them back on the job soon.

"The men who try to do something and fail are infinitely better than those who try to do nothing and succeed." Lloyd Jones. JFP

## Great Northern

WHITEFISH, MONT. (154). Brothers Boyle and Flynn, from Lines East, reported for work on the Western District May 3.

Bob Richardson, local chairman, Minot Div. has been promoted to signal testman. This job was formerly held by Ted Kent, who was promoted to signal supervisor when I. A. Iverslie retired.

Everett Luse and his wife departed for a two month tour of Australia and New Zealand. Everett is now retired, but was our General Chairman for many years.

Brothers Glen Gilbert and Leonard Gray, signal maintainers, received company pick up trucks this month.

John Gilbert's gang 20, Kalispell Div. is now at Bonners Ferry, Idaho repairing winter damage to slide fences.

Tom Ridenour's gang 19, Kalispell Div. will soon start work on the line change east of Summit, Mont.

Claims under the new attrition agreement have been filed for eleven of our brothers. We will keep you informed on the progress of these claims. Brother Rickets, signal maintainer, Summit, had the misfortune of having his motorcar hit by a train. An investigation was held on May 10, however, the results are not yet available.

Brother Bill Zimmer, signal maintainer at Olney, Mont. has been in the hospital since May 6 but returned home on May 17. Bill lost control of his automobile when a tire blew out after hitting a chuck-hole in the highway.

A. L. BUCKLAND

## C. N. — C. P.

WINNIPEG, MAN. (12). Our regular meeting was held May 8 at the Assiniboine Hotel, Portage and Albany. Brother A. N. Cotton conducted the meeting at the request of Chief Signalman L. E. Young.

The following men made applications for membership: R. Meckling, W. P. Rodney, J. R. Buchan and R. G. Dreger. They were accepted as members on a motion passed by the members present and they were given the obligation by Brother Cotton.

Tellers were appointed to count a recent mail ballot. As a result of the ballot, Brother P. Kanski was elected Local Chairman. Brothers Goda and Rusnak were elected to the committee.

An outstanding grievance regarding seniority rights was discussed at some length. Brother Cotton brought us up to date on the progress of a number of pending grievances now being handled. At the request of the Special Committee, Brother Cotton has looked into the possibility of holding future meetings at the Union Centre. After some discussion, it was moved and passed that our July 10 meeting be held at the Union Centre. The decision to hold future meetings there could be made at that time.

It was reported that Brother Enns is still off work.

A discussion regarding the new Labour Legislation now before parliament was held.

Brother Cotton brought us up to date regarding progress on the new Canada Pension Plan. It is understood that this will not interfere with private pension plans. The Railways are studying the effect C.P.P. will have on our Pension Plan.

Our constitution and agreement have been revised and the new books are now available.

The business regarding the C.P. seniority dispute was brought up again. After considerable discussion, it was moved and passed that "The seniority for the Moose Jaw job be disregarded and seniority be given in accordance with the members' starting seniority. Seniority as a helper to start with the bulletening for Fort Williams (F.G.W.-25)."

Those present were: Brothers K. Hickson, K. Reitter, K. Norman, K. Frederikson, R. Henderson, H. Weseen, R. Meckling, W. Gilchrist, J. Hogdon, C. Maycock, G. Nachtigall, R. Dreger, K. Olson. B. Popel, L. Young, A. N. Cotton-G.C. and G.L.R., R. Law and J. Platt. From Local 203—L. Matity, M. Martin and S. Twerlochich.

R. L. LAW

## Chesapeake & Ohio

COVINGTON, KY. (135). Our regular quarterly meeting was held in Covington at "OB" Tower on Saturday, April 24, with Brother L. E. Paxton presiding in the absence of Chief Signalman M. F. Wills. Brother Paxton called the meeting to order at 3:40 p.m. after it was determined that train No. 3 would be about two hours late. Brother Moffett lead us in prayer.

Grievance Committee Chairmen S. J. Moffett and Reid Cox gave their reports. A discussion followed regarding the application of our new agreements on the $2,000 FREE life insurance for qualifying employes retiring on or after March 1, 1961; new Holiday rule; and our new Job Stabilization Agreement.

Brother Moffett reported that General Chairman Hughes is making an effort to have the carrier advertise the four positions cut-off last December 31.

It was pointed out that the new JSA doesn't change the wording of our August 16, 1946 agreement with the carrier. As you know, Rule 50 requires that new positions and vacancies be advertised. It was also pointed out that a few men who were cut-off last June 1, and went to work in the B&B department and working in said department on October 1, 1964, may qualify under the JSA.

If any of our Brothers meet the above conditions, or feel they may qualify as

a result of other conditions and haven't notified their local chairman, please do so at once.

Brother Moffett reported that Brother Joe Lewis had requested a leave of absence but was turned down by the carrier. His request will be forwarded to our general chairman for handling.

Brother Moffett read a communication from President Clark regarding the failure of many carriers to comply with the R. S. & I. Rules of the Signal Inspection Act. A discussion followed. Brother Moffett will write President Clark advising that some maintainers are unable to make some of their tests due to a lack of help.

We know of only one Brother on the sick list, that being Henry Darragh. It was reported that he may retire soon. We all wish Henry many years of pleasant retirement.

Brother Parker offered the thought of an annual retirement party for retiring members of Local 135. This party would cover all members on both the Cincinnati and Chicago divisions. No action was taken on this. Let your correspondent know what you think of this suggestion.

Secretary-Treasurer Parker reported on the first quarter receipts and expenses. The books were audited and the trustees reported that all funds were accounted for. Brother Parker reported that Local 135 had lost 19 members in the past three years. After looking over the expenses to see if they could be cut anymore than they have, the consensus of opinion was that we must give consideration at our next meeting to increasing our dues.

A copy of our Brotherhood's Constitution containing all amendments including those passed at our recent Convention, should have been received by each member. If you didn't receive yours, please let me know.

Members who attended the meeting were: L. E. Paxton; R. R. Behymer; H. H. Parker; S. J. Moffett; Reid Cox; Gerald Moore and M. F. Wills.

Our next meeting will be in Covington at 3:30 p.m. on Saturday, July 24. Let's have a big turnout — it's up to YOU. H. H. PARKER

**The deadline for all Journal copy is the 10th of the month preceding month of publication. All official matter and communications, to be printed, must be received by the editor on or before this date. All correspondence should be addressed to the Editor and Manager, E. L. Abbott, 2247 Lawrence Avenue, Chicago, Illinois 60625.**

# Obituary

**C. N. Hudson,** retired member of Local 82, Pennsylvania Railroad, passed away recently. He was 74.

Brother Hudson was maintainer at New Castle, Indiana at the time of his retirement January 1, 1957 after completing 30 years of service.

The officers and members of Local 82 extend deepest sympathy to the surviving members of his family. ED.

**Lars Larson,** retired member of Local 61, Chicago, Milwaukee, St. Paul, and Pacific Railroad, passed away recently. He was 77.

Brother Larson began his signaling career with the General Railway Signal Company in 1909. After spending 1½ years with GRS, he worked for Union Switch and Signal Company for 5 years, and the Burlington for three years. He then went to work for the Milwaukee Road and, at the time of his retirement December 31, 1953, had completed 35 years of service with that carrier. He was then signal maintainer at Minneapolis, Minnesota.

Brother Larson became a member of our Brotherhood in Chicago, Illinois in 1919.

The officers and members of Local 61 extend sincere sympathy to the surviving members of his family. ED.

**T. H. Wine,** member of Local 94, Baltimore & Ohio Railroad, was killed May 12 while working on a pole line at Mansfield. The pole broke and fell on Brother Wine. He was 37.

Brother Wine is survived by his widow and two children to whom the officers and members of Local 94 extend deepest sympathy. G. F. HAMMOND

**Joseph T. Steinmetz,** retired member of Local No. 102, P. R. R., passed away May 23, 1965. He was 69 years of age.

Brother Steinmetz retired in February, 1965. He entered the service of P.R.R. in August 1917 and worked on the former Trenton Division before the merger with the New York Division in the early 1930's. He held various positions and at the time of his retirement was a Maintainer at Trenton, N. J.

The Officers and members of Local 102 extend their deepest sympathy to surviving members of his family.

W. R. EDWARDS

**Gordon A. Rennie,** member of Local 94, Baltimore & Ohio Railroad, was stricken with a fatal heart attack at his home April 30, 1965. He was 60.

Brother Rennie began his railroad career in January, 1926 in the office of the signal supervisor at Akron, Ohio. He remained there until 1935 when he transferred to the water station department where he worked for 22 years. He returned to the Signal Department in 1958 and was maintainer at Sterling, Ohio at the time of his death.

Brother Rennie had been Local chairman on the Akron Division since 1960.

He is survived by his widow, one son, and two daughters, to whom the officers and members of Local 94 extend deepest sympathy.

G. F. HAMMOND

**M. Doyle,** retired member of Local 40, Chicago, Rock Island & Pacific Railroad, passed away May 28, 1965. He was 76.

Brother Doyle was signal maintainer at Blue Island, Illinois at the time of his retirement January, 1951, after completing 26 years of service. He was a long time and very faithful member of our Brotherhood.

The officers and members of Local 40 extend deepest sympathy to the surviving members of his family. ED.

**Virgil E. Farris,** retired member of Local 94, Baltimore & Ohio Railroad, passed away recently. He was 69.

Brother Farris was signal maintainer at Olney, Illinois at the time of his retirement October 1, 1960 after completing 35 years of service. He had served Local 94 as local chairman.

The officers and members of Local 94 extend deepest sympathy to his widow and other surviving members of his family. ED.

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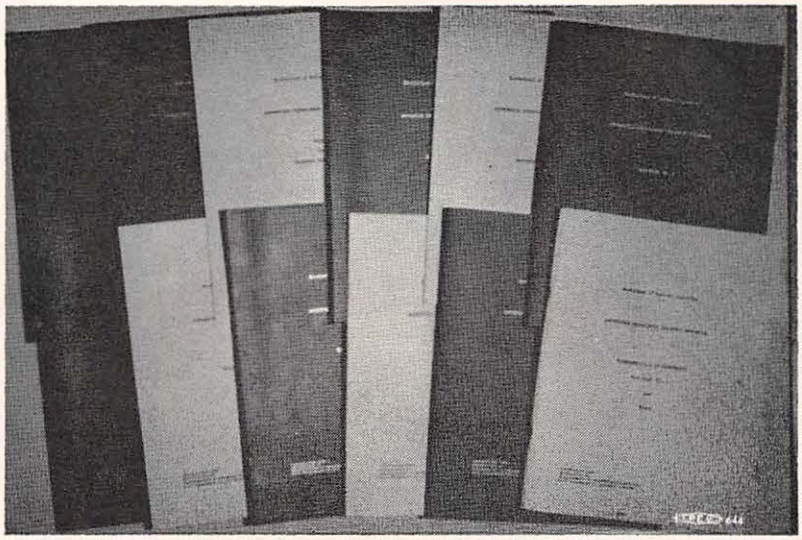

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